BRUNSWICK COUNTY BOARD OF COMMISSIONERS
ANNUAL MEETING AGENDA
December 6, 2021
3:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Election of Chairman - Clerk to the Board

1. County Attorney - Election of the Chair

   The County Attorney will temporarily preside over the meeting to oversee the Board's annual selection of one member to Chair the Board.

V. Election of Vice-Chairman - Chairman

1. Election of Vice-Chairman

   The Chair shall preside over the annual selection of a Vice-Chair of the Board of Commissioners.

VI. Approval of Bond

1. Administration - Resolution Approving the Bonding of County Officials

   Request that the Board of Commissioners adopt a Resolution approving the bonding of county officials.

VII. Approval of Consent Agenda

1. Administration - Brunswick County Schools South Brunswick High School Roof Contract

   Request that the Board of Commissioners approves and authorize the Chairman to sign the Industrial Contract Services Corporation contract for roof replacement at South Brunswick High School for $326,636.

2. Clerk to the Board - Meeting Minutes - November 15, 2021

   Request that the Board of Commissioners approve the Draft Minutes from the November 15, 2021 Regular Meeting.

3. County Attorney - Deed Of Dedication--Campbell's Ridge, Phase 3

   Consider accepting the Deed of Dedication for water infrastructure in Campbell's Ridge, Phase 3.

4. Emergency Services - Ambulance Franchise Agreement Columbus County EMS, Inc.

   Emergency Services request Board of Commissioners approval on the annual ambulance franchise agreement with Columbus County EMS, Inc.

5. Emergency Services - Ambulance Franchise for Med1 NC

   Emergency Services request Board of Commissioners approval of the annual ambulance franchise agreement with Med 1 NC Transport Service.

6. Emergency Services-Bald Head Island Ambulance Franchise Agreement

   Emergency Services request Board of Commissioners approval on the annual ambulance franchise agreement with the Village of Bald Head Island Fire and EMS.

7. Emergency Services-Brunswick Search and Rescue Contract

   Emergency Services request Board of Commissioners approval on the annual contract with Brunswick Search and Rescue.

8. Emergency Services - St. James Fire and EMS Ambulance Franchise Agreement

   Emergency Services request Board of Commissioners approval for the annual ambulance franchise agreement with St. James Fire and EMS.

9. Emergency Services – Proclamations Recognizing Service of Temporary Ambulance Strike Team Members

   Request the Board of Commissioners adopt proclamations honoring the following paramedic professionals who served Brunswick County with dedication and professionalism during their tenure with the Brunswick County Emergency Medical Services (EMS) team in Fall 2021:
   - Mitzi Adair
   - Dacion Crabtree
   - Andrea Cragier
   - Charles Dexter
   - Brandon Howard
   - Tami Smith

10. Finance - Change in Designation of Applicant's Agents to NC Division of Emergency Management for Prior Hurricanes and COVID-19 Disaster Assistance

    Request that the Board of Commissioners change the agent designations to Steve Stone as the Primary Agent and Aaron Smith as the Secondary Agent for Brunswick County to the NC Division of Emergency Management to execute documents, file claims, and represent the county in all dealings with the State of NC and FEMA related to disaster assistance required by grant agreements for COVID-19 and Hurricanes Florence, Dorian, and Isaias.

11. Finance - Fiscal Items

    Request that the Board of Commissioners approve Budget Amendments, Capital Ordinances, and Fiscal Items of a routine nature on the consent agenda.

    -FY22 ROAP Budget Amendments
    Request that the Board of Commissioners approve FY22 ROAP funding of $245,881.00. Brunswick County has a Memorandum of Understanding with Brunswick Transit as required under the Rural Operating Assistance Program for agencies receiving pass through funds and FY22 Application with DOT funding. The FY22 ROAP program requires in their FY22 application process for transit systems receiving pass through funds to have a MOU in place. The DOT will provide funding of $245,881.00 with no county match. The allocation of funds are as follows:
    Elderly & Disabled Transportation Assistance Program $110,642.00
    Employment Transportation Assistance Program $31,285.00
    Rural General Public Program $103,954.00

    -Water and Wastewater Budget Amendment

To appropriate wastewater expendable net assets of $339,227 and reduce the water transfer to projects of $147,382 for the remaining refundable utility capital recovery and transmission fees.

12. Health and Human Services - BSRI - Council of Governments Grant Agreement for Evidence Based Health Promotion FY2021 - 2022

    Request that the Board of Commissioners approve the Grant Agreement for the Provision of Title III-D Health Promotion/Disease Prevention Evidence Based Health Promotion FY 2021-2022 ending June 30, 2022.

13. Health and Human Services - Health Services - AA - 716 CDC COVID-19 Vaccination Program

    Request that the Board of Commissioners approve the additional funding presented with Revised Agreement Addendum # 1 for 716 CDC COVID-19 Vaccination Program.

14. Operation Services - Access Security System

    Request that the Board of Commissioners approve a rider to the Johnson Controls Security Solutions, LLC Agreement for additional door security at the Brunswick County Government Center.

15. Operation Services - Tip Fee Exemption Request

    Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Goodwill Industries of Eastern North Carolina, Inc.

16. Parks & Recreation - Resolution Exempting Smithville Park Improvements

    Request that the Board of Commissioners approve a resolution exempting the Smithville Park Improvements from N.C.G.S. 143-64.31 and the associated budget amendment.

17. Sheriff's Office -- GCC Grant Acceptance

    Request that the Board of Commissioners authorize the County Manager to sign and accept a grant award from the North Carolina Governor's Crime Commission valued at $23,177. This grant has a no matching funds requirement from the county.

18. Sheriff's Office -- Resolution Authorizing Purchase Under Sole Source Exception

    Request that the Board of Commissioners approve a Sole Source Resolution associated with a purchase of an investigative tool and associated software system commonly referred to as Penlink.

19. Tax Administration - December 2021 Releases

    Request that the Board of Commissioners approve the December 2021 releases.

20. Utilities - McKim & Creed NE Regional WWTP Design Amendment (Bob Tweedy)

    Request that the Board of Commissioners approve the contract amendment with McKim and Creed to extend the construction administration and periodic construction observation portions of their agreement from a total of 20 months to a total of 27 months, and to increase their contract amount by $63,400.

21. Utilities - Northeast Regional WWTP Expansion Change Order No. 2 (Bob

Tweedy)

Request that the Board of Commissioners approve a change order in the amount of $263,691.24 and a time extension of 44 calendar days for work associated with the Northeast Brunswick Regional Wastewater Treatment Plant 2.5 MGD Expansion Project. This will adjust the not-to-exceed total contract amount from $41,724,181.05 to $41,987,871.29, and the project completion deadline from January 7, 2022, to February 20, 2022.

22. Utilities - On-Call Grants Contract

    Request that the Board of Commissioners approve budget amendment and authorize the Chairman and Clerk to the Board to approve the contract with The Ferguson Group, LLC (TFG) for consulting services associated with grant writing and other grant related assistance.

23. Utilities - Trailwood Drive Force Main Project Replacement - TA Loving

    Request that the Board of Commissioners approve a budget amendment authorizing the use of County ARP funds and authorize the Chairman and Clerk to the Board to execute the construction contract with TA Loving Company for the Trailwood Drive Force Main Replacement project contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, and insurance certificates. Staff recommends award of the project for the base bid amount of $142,500.00.

VIII. Presentation

1. Clerk to the Board - Presentation - Free Spirit Conservatory of the Arts

   Request the Board of Commissioners receive a presentation from Richard Dysinger, Executive Director of Free Spirit Conservatory of the Arts regarding upcoming programs they will be bringing to the Brunswick County.

2. Clerk to the Board - Resolution Honoring Julie Miller

   Request the Board adopt the attached Resolution honoring Julie Miller for her years of service upon her retirement.

3. Clerk to the Board - Resolution Honoring Maurice "Reecie" Tate

   Request the Board adopt the attached Resolution honoring Maurice "Reecie" Tate for her years of service upon her retirement.

4. Health and Human Services - Presentation - COVID-19 Update (Cris Harrelson, Health Director)

   Request that the Board of Commissioners receive an update on the Coronavirus (COVID-19).

5. Health and Human Services - Social Services - Recognition of Child Support Employee of the Year Award Recipient, (Catherine Lytch, DSS Director)

   Request the Board of Commissioners recognize Katherine Silvernail as the recipient of the North Carolina Child Support Employee of the Year Award.

6. Utilities - Raw Water Line Update (John Nichols, PE - Director of Public Utilities)

   Request that the Board of Commissioners receive a presentation of the 2021 Lower Cape Fear Water & Sewer Authority Raw Water Main Repair.

IX. Public Hearing

1. Administration - Resolution Brunswick Limited Obligation Bonds - (Randell

Woodruff, County Manager)

Request that the Board of Commissioners hold a public hearing and approve the Resolution authorizing the amendment to an installment purchase contract for the Brunswick County 2022 Limited Obligation Bonds, Refunding Series 2012 LOBS.

X. Administrative Report

1. Parks & Recreation - ARPA Funding Allocation Request for Park Improvements

   Request that the Board of Commissioners consider appropriating $2 million of American Rescue Plan Act funds towards Brunswick County Park Improvements.

2. Utilities - Job Position Adjustment (John Nichols, PE - Director of Public Utilities)

   Request that the Board of Commissioners approve the adjustment of two job descriptions and associated grade changes for two open positions.

XI. Board Appointments

1. Clerk to the Board - Brunswick County Board of Commissioners Board Seat Assignment for Calendar Year 2022

   Request that the Board of Commissioners appoint members to fill the Calendar Year 2022 Board Seat listing.

XII. Closed Session

1. Closed Session

   To enter into closed session pursuant to G.S. 143-318.11(a)(1) to approve closed session minutes G.S. 143-318.11(a)(3) to consult with the Attorney and G.S. 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

XIII. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # IV. - 1.

From: County Attorney - Election of the Chair

Daralyn Spivey

Issue/Action Requested:
The County Attorney will temporarily preside over the meeting to oversee the Board's annual selection of one member to Chair the Board.

Background/Purpose of Request:
By Brunswick County Rules of Procedure (Sec 1-2-85), on the first Monday in December, the Board of Commissioners shall choose one of its members to Chair the Board for the ensuing year.

The County Attorney will call for a motion from the Board for selection of a Chair. If the motion passes, the meeting will then be turned over to the newly elected Chair. If the motion fails, the County Attorney will call for further motions until a Chair is elected.

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the County Attorney temporarily preside over the meeting to oversee the Board's annual selection of one member to Chair the Board.

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

December 6, 2021

Action Item # V. - 1.
Election of Vice-Chairman

From:
Daralyn Spivey

Issue/Action Requested:
The Chair shall preside over the annual selection of a Vice-Chair of the Board of Commissioners.

Background/Purpose of Request:

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Chair preside over the annual selection of a Vice-Chair of the Board of Commissioners.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VI. - 1.

From:
Daralyn Spivey, Clerk to the Board

Administration - Resolution Approving the Bonding of County Officials

Issue/Action Requested:
Request that the Board of Commissioners adopt a Resolution approving the bonding of county officials.

Background/Purpose of Request:
In accordance with North Carolina General Statutes, staff requests that the Board of Commissioners adopt a resolution approving the bonding of the following county officials:

Jeff Niebauer, Tax Collector, $500,000 with Travelers Insurance;

Julie Miller, Finance Director, (through December 22, 2021) $250,000 with Western Surety Company;

Aaron Smith, Finance Director, (beginning December 13, 2021) $250,000 with Western Surety Company;

Brenda Clemmons, Register of Deeds, $10,000 with Travelers Insurance;

John Ingram, V, Sheriff, $25,000 with Western Surety Company.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners adopt a Resolution approving the bonding of county officials.

ATTACHMENTS:

Description

- County Officials Bonding Resolution

County of Brunswick

Office of the County Commissioners

RESOLUTION APPROVING THE BONDING OF COUNTY OFFICIALS

WHEREAS, North Carolina General Statute § 105-349(c) requires the Tax Collector to provide a performance bond in an amount prescribed by this Board; and

WHEREAS, NCGS §159-29(a) requires the Finance Officer to provide a performance bond with sufficient sureties in an amount to be fixed by this Board but not less than $50,000; and

WHEREAS, NCGS §161-4 requires the Register of Deeds to provide a performance bond with sufficient surety to be approved by this Board, in an amount of not less than $10,000 nor more than $50,000; and

WHEREAS, NCGS §162-8 requires the Sheriff to provide a performance bond of any amount to be determined by this Board but not to exceed $25,000; and

WHEREAS, NCGS §58-72-55 requires the Clerk to the Board to record in the proceedings the names of those C0lmnissioners who are present at the time of approval of official bonds and who voted for such approval; and

WHEREAS, NCGS §58-72-55 further provides that any Commissioner may cause his or her written dissent to an official bond to be entered into the record of this Board.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County of Brunswick as follows:

1. That this Board hereby accepts and approves bonds for public officials as follows:

   a. Jeff Niebauer, Tax Collector, $500,000.00 with Travelers Insurance;

   b. Julie Miller, Finance Director, (ending December 22, 2021) $250,000.00 with Western Surety Company;

   c. Aaron Smith, Finance Director, (beginning December 13, 2021) $250,000.00 with Western Surety Company;

d. Brenda Clemmons, Register of Deeds, $10,000.00 with Travelers Insurance;

e. John Ingram, V, Sheriff, $25,000.00 with Western Surety Company;

2. That pursuant to NCGS 58-72-55, the Clerk is hereby instructed to record the names of all Commissioners present at this meeting who vote in favor of this resolution.

3. That pursuant to NCGS 58-72-55, any Commissioner who votes against this resolution may cause his or her written dissent to be entered into the record of the Board.

4. That this resolution shall be effective upon its adoption.

APPROVED AND ADOPTED this the 6^{tth} day of December 2020.

_____
Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 1.

From:
Randell Woodruff

Administration - Brunswick County Schools South Brunswick High School Roof Contract

Issue/Action Requested:
Request that the Board of Commissioners approves and authorize the Chairman to sign the Industrial Contract Services Corporation contract for roof replacement at South Brunswick High School for $326,636.

Background/Purpose of Request:
Brunswick County Board of Education approved the contract on 11/23/2021 and staff recommends the contract with Industrial Contract Services Corporation for $326,636 be executed by the Board of Commissioners. The Contract is fully funded as part of 2016 GO bond referendum.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funded with GO Bond Proceeds

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Approved.

County Manager's Recommendation:
Recommend the Board of Commissioners approves and authorize the Chairman to sign the Industrial Contract Services Corporation contract for roof replacement at South Brunswick High School for $326,636.

ATTACHMENTS:

Description

- 20211206 Attach BCS Agenda SBHS Roofing.pdf
- Owner-Contractor Agreement

BRUNSWICK COUNTY SCHOOLS

35 Referendum Drive • Bolivia, North Carolina 28422 • Phone: 910-253-2900 • Fax: 866-291-7891

___ Board Presentation	✓ Approved
___ Report to the Board	__ Denied
___ Consent Agenda	__ Deferred
___ Action Agenda	
___ Discussion Agenda	Attest: Clerk to the Board
___ Confidential Agenda	VBP
___ Information Item	
___ Announcement	Date 11/23/21

To: **Operations Committee**

From: **Susan Rutledge**

Date: **November 23, 2021**

Re: **South Brunswick High School Roofing Project – Industrial Contract Service Corporation**

Background Information

The 2016 Bond includes funds for roof replacements. A 10,870 square foot section of low slope roof at SBHS was advertised for bids. Six bids were received on November 9, 2021.

Current Status

All bids were evaluated by REI Engineers. REI Engineers recommended accepting the lowest bid in the amount of $326,636 from Industrial Contracting Services Corporation.

Contracts exceeding $300,000 funded by the 2016 Bond requires approval by the Brunswick County Commission.

Recommendation

Staff request the Board approve forwarding the contract with Industrial Contracting Services to the County for execution at the November 23, 2021 operations committee meeting. This allows the contract to be approved at the only Brunswick County commission meeting in December.

A Community of Learners

Board Members: Harry E. Lemon, Jr., Chairman • Steven P Barger, Vice- Chairman • Robin A Moffitt • David M. Robinson • Gerald Benton

Dr. Jerry L. Oates, Superintendent

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OWNER-CONTRACTOR AGREEMENT

PROJECT: Roof Replacement

SCHOOL NAME: **South Brunswick High School**

THIS AGREEMENT, in three (3) copies, made this 6th day of December, Two Thousand and Twenty-One by and between County of Brunswick, North Carolina (herein referred to as the "Owner"), whose mailing address 30 Government Center Dr., NE, Bolivia, NC 28422 and Industrial Contract Service Corporation (herein referred to as the "Contractor"), whose mailing address is 1908 Windsor Corporate Center Dr., Leland, NC 28451. Correspondence, submittals, and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address

WITNESSETH:

WHEREAS, it is the intent of the Owner to obtain the services of the Contractor in connection with the roof replacement project at South Brunswick High School (hereinafter referred to as the "Project" or the "Work"); and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the Owner and Contractor:

Article 1

DEFINITIONS

1.1 All terms in this Agreement which are defined in the Information for Bidders and the General Conditions shall have the meanings designated therein.

1.2 The Contract Documents are as defined in the General Conditions. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2

STATEMENT OF THE WORK

2.1 The Project is the Work identified in the plans and specifications prepared by REI Engineers, dated October 1, 2021 for Brunswick County Board of Education, South Brunswick High School Roof Replacement, including the following addenda:

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Addendum 1 dated November 1, 2021

Addendum 2 dated November 4, 2021

A listing of the plans and specifications included in the Contract Documents is attached as Exhibit A.

2.2 The Parties agree that the Project shall include the following alternates: None

2.3 The Parties agree to the following modifications to the Project's plans and specifications, including the noted value engineering items: None

2.4 The Parties agree that the following allowances are included in the Contract Sum in Section 5.1 below:

Contingency Allowance	$20,000
Repair 500 SF of corroded steel deck with coating	$ 1,500
Repair 100 SF of steel deck with steel plates	$ 500
Overlay 60 SF of deteriorated steel deck with steel deck	$ 600
Replace 320 sf deteriorated plywood decking	$ 1,600
Replace 400 bf deteriorated wood blocking	$ 2,000
Replace 200 sf of deteriorated plywood	$ 800
Provide 50 sf of additional manufacturers walk pad Material	$ 600

2.5 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the Work, as required by the Contract Documents.

2.6 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

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Article 3
DESIGN CONSULTANT

3.1 The Design Consultant (as defined in the General Conditions) shall be REI Engineers whose address is 1927 JN Pease Place Ste 201, Charlotte, NC 28262, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Design Consultant and so advising the Contractor in writing, at which time the person or organization so designated shall be the Design Consultant for purposes of this Contract.

Article 4

TIME OF COMMENCEMENT AND COMPLETION

4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed. If there is no Notice to Proceed, the date of commencement of the Work shall be the date of this Agreement or such other date as may be established herein.

4.2 Time is of the essence. The Contractor shall achieve Final Completion, as defined in the General Conditions on or before the date established for Final Completion in the Supplemental Conditions

4.3 The Supplemental Conditions contains certain specific dates that shall be adhered to and are the last acceptable dates unless modified in writing by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under 7.2 DELAYS AND EXTENSIONS OF TIME.

4.4 Should the Contractor fail to complete the Work on or before the dates stipulated for Substantial Completion and/or Final Completion, or such later date as may result from an extension of time granted by the Owner, he shall pay the Owner, as liquidated damages the sums set forth in the General and Supplemental Conditions.

Article 5

CONTRACT SUM

5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Modification or as otherwise provided in the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the time and in the installments hereinafter specified, the sum of three hundred twenty six thousand, six hundred thirty-six dollars ($326,636) herein referred to as the "Contract Sum". This amount includes the base bid and the Alternates in Section 2.2

5.2 The Contract Sum includes the value engineering items and other contract modifications noted in Section 2.3 above that total $0.

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5.3 Unit Prices are established as follows for the Project:

Unit Price No. 1	Repair of corroded steel deck with coating	$3.00 sf
Unit Price No. 2	Repair of steel deck with steel plates	$5.00 sf
Unit Price No. 3	Overlay deteriorated steel deck with steel deck	$10.00 sf
Unit Price No. 4	Replace deteriorated plywood deck	$5.00 sf
Unit Price No. 5	Replace wood blocking	$5.00 bf
Unit Price No. 6	Replace deteriorated Plywood	$4.00 sf
Unit Price No. 7	Provide additional manufacturer walk pad Material	$12.00 lf

5.4 Material Pricing Adjustment – Parties agree that the contract sum in 5.1 includes the purchase of materials referenced in Exhibit B. Parties further agree contract price shall be increased or decreased based upon the actual invoiced pricing. In order to get increase for material cost, contractor shall submit submittals and shop drawings within twenty-one (21) days of contract execution and the materials shall be ordered within seven (7) days of accepted submittals and shop drawings. The contractor shall not be entitled to material increase cost if timelines in 5.4 are not adhered to.

Article 6

PROGRESS PAYMENTS

6.1 The Contractor hereby agrees that on or about the First day of the month for every month during the performance of the Work he will deliver to the Owner's Project Manager an Application for Payment in accordance with the provisions of Article 8 of the General Conditions. This date may be changed upon mutual agreement, stated in writing, between the Owner and Contractor. Payment under this Contract shall be made as provided in the General Conditions. Payments due and unpaid under the Contract Documents shall not bear interest.

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Article 7

OTHER REQUIREMENTS

7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Certification of Insurance as required by the Contract Documents.

7.2 The Owner shall furnish to the Contractor one **(1)** set of drawings and one **(1**) set of specifications, at no extra cost, for use in the Construction of the Work. Additional sets of drawings or specifications may be obtained by the Contractor by paying the Owner for the costs of reproduction, handling and mailing.

7.3 The Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's) per N.C. Gen. Stat. 143-128.2, and as described in the construction documents.

7.4 The General Conditions, Supplemental Conditions and the plans and specifications, including any addenda, are incorporated herein by reference.

7.5 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.

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COUNTY OF BRUNSWICK, NORTH CAROLINA

_____
Chairman, Board of Commissioners

ATTEST:

_____
Clerk to the Board of Commissioners

[SEAL]

This contract was approved by the Board of Commissioners on the 6th day of December, 2021.

_____

CONTRACTOR:

By: **INDUSTRIAL CONTRACT SERVICE CORPORATION**

Danny Steele
Danny Steele, President

ATTEST:

Cynthia Checkowski
Corporate Secretary

[Corporate Seal]

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This Instrument Has Been Pre-audited In The Manner Required By The School Budget And Fiscal Control Act	This Instrument Has Been Pre-audited In The Manner Required By The Local Government Budget And Fiscal Control Act
Freyja Cahill	Julie A. Miller
Freyja Cahill, Finance Officer Brunswick County Schools	Julie A. Miller, Director of Fiscal Operations, County of Brunswick, North Carolina

4.9003.695.529.334.838 $167,517.60

4.9003.696.529.334.838 $159,118.40

APPROVED AS TO FORM

Bryan W. Batton

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

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SECTION GC

GENERAL CONDITIONS
OF THE
CONTRACT FOR CONSTRUCTION
FOR ROOFING PROJECTS

TABLE OF ARTICLES

1. CONTRACT DOCUMENTS
2. OWNER
3. CONTRACTOR
4. SUBCONTRACTORS
5. WORK BY OWNER OR BY SEPARATE CONTRACTORS
6. MISCELLANEOUS PROVISIONS
7. TIME
8. PAYMENTS AND COMPLETION
9. INSURANCE
10. CHANGES IN THE WORK
11. UNCOVERING AND CORRECTION
12. TERMINATION OF THE CONTRACT

APPENDIX A – Contractor's Sales Tax Report
APPENDIX B-1 – Change Proposal Form (Time & Materials or Unit Price)
APPENDIX B-2 – Change Proposal Form (Fixed Price)

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ARTICLE 1

CONTRACT DOCUMENTS

1.1 GENERAL

1.1.1 The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order issued pursuant to the provisions of Article 10, (3) a written interpretation issued by the Design Consultant, or (4) a written order for a minor change in the Work issued pursuant to this contract.

1.1.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.1.3 All Drawings, Specifications and copies thereof furnished by the Design Consultant are and shall remain his property. They are to be used only with respect to this Project and are not to be used on any other project.

1.1.4 The Contractor will be furnished with one set of drawings and specifications at no cost. Additional copies may be purchased.

END OF ARTICLE 1

ARTICLE 2

OWNER

2.1 INFORMATION, SERVICES AND RIGHTS OF THE OWNER

2.1.1 The Owner shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

2.1.2 The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. This requirement applies continuously throughout contract performance and is not limited to regular working hours.

2.1.3 The Owner will have authority to require special inspection or testing of the work whether or not such Work is then fabricated, installed, or completed. However, neither the Owner's authority to act under Subparagraph 2.2.4, nor any decision made by the Owner in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.1.4 The Owner shall have the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor, representatives of his Subcontractors, and the Design Consultant, to discuss such matters as procedures, progress, problems, and scheduling.

2.1.5 The Owner and Design Consultant shall not be responsible or liable to Contractor for the acts, errors or omission of the Contractor, any separate Subcontractor, any separate contractor or any contractor's or subcontractor's agents or employees, or any other persons performing any of the Work.

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2.1.6 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid unreasonable delay in the orderly progress of the Work.

2.1.7 The parties acknowledge that the Owner may perform all or part of its obligations pursuant to this Agreement through the Superintendent or his designee.

2.1.8 The foregoing rights are in addition to other rights of the Owner enumerated herein and those provided by law.

2.2 OWNER'S RIGHT TO STOP OR TO SUSPEND THE WORK

2.2.1 If the Contractor fails to correct defective Work or fails to carry out the Work or supply labor and materials in accordance with the Contract Documents, the Owner by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.2.2 The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Owner.

2.2.3 If the performance of all or any part of the Work (including the work of the Contractor and its subcontractors) is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner or the Design Consultant in the administration of this Contract, or by failure of any one of them to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for an increase in the actual time required for performance of the Work by the Contractor, due solely to such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However, no claim shall be made under this Subparagraph for any suspension, delay, or interruption pursuant to Subparagraph 2.3.1, or for which claim is provided or excluded under any other provision of this Contract. No claim under this Subparagraph shall be allowed on behalf of the Contractor or its subcontractors, unless within 10 days after the act or failure to act involved, and for continuing or ongoing acts or failures to act within 10 days of the first day of the act or failure to act the Contractor submits to the Owner a written statement setting forth, as fully as then practicable, the extent of such claim, and unless the claim is asserted in writing within 20 days after the termination of such suspension, delay, or interruption. For continuing or ongoing acts or failures to act, the Contractor shall update its written statement every 15 days until the suspension, delay or interruption is terminated. The Contractor shall waive any and all claims not filed in strict conformance with this paragraph. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.

2.2.4 In the event of a suspension of work or delay or interruption of work, the Contractor will and will cause his subcontractors to protect carefully his, and their, materials and work against damage or injury from the weather and maintain completed and uncompleted portions of the work as required by the Contract Documents. If, in the opinion of the Owner, any work or material shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect same, such work and materials shall be removed and replaced at the expense of the Contractor.

2.2.5 No claim by the Contractor shall be allowed if asserted after final payment under this Contract or if it is not asserted in strict conformance with Subparagraph 2.2.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within ten days after the date written notice is mailed by the Owner to commence and continue remedy of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, make good such deficiencies and may further elect to complete all Work thereafter through such means as the Owner may select, including the use of a new contractor. In such case the Owner shall issue a Change Order deducting from the payments then or thereafter due the Contractor the cost of correcting such

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deficiencies, including compensation for the Design Consultant's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Design Consultant. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. Notwithstanding the Owner's right to carry out a portion of the work, warranty, maintenance and protection of the work remains the Contractor's responsibility. Further, the provisions of this paragraph do not affect the Owner's right to require the correction of defective or non-conforming work in accordance with this contract.

END OF ARTICLE 2

ARTICLE 3

CONTRACTOR

3.1 DEFINITION

3.1.1 This entire Contract is not one of agency by the Contractor for Owner but one in which Contractor is engaged independently in the business of providing the services and performing the Work herein described as an independent contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS

3.2.1 Before placing his proposal to the Owner, and continuously after execution of the Contract, the Contractor shall carefully study and compare the Contract Documents and shall at once report to the Owner any error, inconsistency or omission he may discover, including any requirement which may be contrary to any law, ordinance, rule, regulation or order of any public authority bearing on the performance of the Work. If the Contractor has reported in writing an error, inconsistency or omission, has promptly stopped the affected work until otherwise instructed, and has otherwise followed the instructions of the Owner, the Contractor shall not be liable to the Owner or the Design Consultant for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents and, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

3.2.2 All designs, drawings, specifications, design calculations, notes and other works provided for this contract are the sole property of the Owner and may not be used on any other design or construction project. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the Project, shall be at the full risk of such person or entity

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and all statutory or legal requirements. This requirement applies continuously throughout contract performance and is not limited to regular working hours.

3.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and Sub- subcontractors, suppliers, their agents and employees, and other persons performing any of the Work and for their compliance with each and every requirement of the Contract Documents, in the same manner as if they were directly employed by the Contractor.

3.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the acts, failures to act or duties of the Owner or the Design Consultant in their

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administration of the Contract, or by inspections, tests or approvals (or the lack thereof) required or performed under Paragraph 6.5 by persons other than the Contractor.

3.3.4 The Contractor shall verify all grades, lines, levels and dimensions as indicated and shown on the plans and specifications prior to beginning the work and shall immediately report in writing any errors or inconsistencies to the Design Consultant before commencing the work.

3.3.5 Contractor shall protect existing surfaces, finishes and adjacent facilities from damage during construction. Any damage shall be repaired by Contractor at his own expense prior to completion of the Project. Prior to construction start, Contractor and Owner shall perform an inspection to record existing conditions, damaged and undamaged.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary or proper for or incidental to the execution and completion of the Work required by and in accordance with the Contract Documents and any applicable code or statute, whether specifically required by the Contract Documents or whether their provision may reasonably be inferred as necessary to produce the intended results, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Final payment will not be made until the Work is so completed.

3.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. The Owner may, by notice in writing, require the Contractor to remove from the work any employee the Owner deems incompetent, careless or otherwise objectionable. All agents and workers of the contractor and its subcontractors shall wear identification badges provided by the Contractor at all times they are on the Owner's property. The identification badges shall at a minimum display the company name, telephone number and employee's picture and name and must be worn in plain view at all times. Additionally, once school staff occupies the building, all contractors and their respective subcontractors shall be required to sign in and out of the visitor's log each day they are performing services. They must also wear a visitor's pass which will indicate to staff that they have met this requirement which applies to anyone performing services anywhere on the school property.

3.4.3 The Contractor shall be responsible for ensuring that the work is completed in a skillful and workmanlike manner.

3.4.4 All equipment, apparatus and/or devices of any kind to be incorporated into the work that are shown or indicated on the drawings or called for in the specifications or required for the completion of the work shall be entirely satisfactory to the Owner and the Design Consultant as regards operations, capacity and/or performance. No approval, either written or verbal, of any drawings, descriptive data or samples of such equipment, apparatus and/or device shall relieve the Contractor of his responsibility to turn over the same in good working order for its intended purpose at the completion of the Work in complete accordance with the Contract Documents. Any equipment, apparatus and/or device not fulfilling these requirements shall be removed and replaced by proper and acceptable equipment, etc. or put in good working order satisfactory to the Owner and Design Consultant without additional cost to the Owner.

3.4.5 All materials and Work shall meet North Carolina Building Codes. Should there be any discrepancies between design and code, the more stringent requirement shall apply. All materials shall comply with standards (or approved products) as set by the specifications. Unless otherwise specified, NO ASBESTOS CONTAINING MATERIALS SHALL BE INSTALLED. BY DEFINITION, INSTALLATION OF ASBESTOS MATERIALS WILL BE CONSIDERED CONTRACTOR'S NEGLIGENCE AND THE CONTRACTOR SHALL PERFORM ALL NECESSARY WORK TO REMOVE THE ASBESTOS AND RESTORE THE SITE TO THE 'PRE-CONTRACT' CONDITION. Contractor shall assume all facilities built prior to 1979 have lead-based paint. Any paint removal shall be in accordance with OSHA standard pertaining to lead (29 CFR 1915.1025).

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3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and the Design Consultant that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all workmanship will be of first class quality, free from faults and defects and in conformance with the Contract Documents and all other warranties and guaranties specified therein. Where no standard is specified for such workmanship or materials, they shall be the best of their respective kinds. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner or the Design Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Article 11.

3.5.2 The warranties set forth in this Paragraph 3.5 and elsewhere in the Contract Documents shall survive Final Completion of the Work.

3.5.3 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective, not in accordance with the Contract Documents, or not in accordance with the guarantees and warranties specified in the Contract documents, the Contractor shall correct it within five (5) working days or such other period as mutually agreed, after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice with reasonable promptness after discovery of the condition. For items, which remain incomplete or uncorrected on the date of Substantial Completion, the one-year warranty shall begin on the date of Final Completion of the Work. If the Contract Documents include painting work, the one year warranty period in this section shall be extended to two years.

3.5.4 If at any time deficiencies in the Work are discovered which are found to have resulted from fraud or misrepresentation, or an intent or attempt to or conspiracy to defraud the Owner by the Contractor, any Subcontractor or Supplier, the Contractor will be liable for replacement or correction of such Work and any damages which Owner has incurred related thereto, regardless of the time limit of any guarantee or warranty.

3.5.5 The Contractor shall bear the cost of making good all work of the Owner, separate contractors or others, destroyed or damaged by such correction or removal required under this Article 3, Article 11 or elsewhere in the Contract Documents.

3.6 TAXES

3.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

3.6.2 The Contractor shall provide a completed Contractor's Sales Tax Report (attached hereto as Appendix A) with each application for payment for all items provided by the Contractor or any Sub-Contractors and incorporated into this project. The Contractor shall account for at least 2% of the total contract amount in sales tax or provide justification satisfactory to the Owner that the actual sales tax paid is less than 2%. In the event the Contractor does not provide adequate justification to support the shortfall, the Contractor shall pay the Owner the difference between the amount accounted for and the 2% minimum. Such compensation shall not be deemed a penalty, but reimbursement of funds the Owner would otherwise be entitled to recover from the State.

3.6.3 Sales and Use Tax. Contractor shall be responsible for complying with any applicable sales and use tax obligations imposed by Chapter 105, Article 5 of the North Carolina General Statutes. Where Contractor has been contracted with to oversee "new construction" or "reconstruction" as defined in G.S. 105-164.4H, Contractor shall be responsible for issuing and maintaining an Affidavit of Capital Improvement.

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3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall secure and pay for the building permit and for all other permits and governmental fees necessary for the proper execution and completion of the Work. Costs for service and final service connections by public utilities will be reimbursed to the Contractor by the Owner. The Owner shall not be responsible for the cost of any temporary utilities.

3.7.2 Each Contractor will pay for his own license and reinspection fees for his part of the work necessary for the proper execution and completion of the work.

3.7.3 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

3.8 PROGRESS SCHEDULE

3.8.1 The Contractor shall prepare and submit to the Owner for the Owner's review and approval an estimated progress schedule for the Work. This schedule shall be in accordance with any general requirements included in the specifications for this project.

3.9 RESPONSIBILITY FOR COMPLETION

3.9.1 The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to ensure the performance of the Work within the Milestone and Completion dates specified in the Owner-Contractor Agreement.

3.9.2 If the actions taken by the Contractor are not satisfactory, the Design Consultant or Owner may direct the Contractor to take any and all actions necessary to ensure completion within the required Milestone and Completion dates, without additional cost to the Owner. In such event, the Contractor shall continue to assume responsibility for his performance and for completion within the required dates.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

3.10.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.11.1 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data, Manuals and Samples required by the Contract Documents.

3.11.2 Do not order materials until receipt of written approval. Furnish materials equal in every respect to approved samples.

3.11.3 By approving and submitting Shop Drawings, Product Data, Manuals and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Contractor shall adhere to any supplementary processing and scheduling instructions pertaining to Shop Drawings, which may be issued by the Design Consultant.

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3.11.4 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Design Consultant's review of Shop Drawings, Product Data, Samples or Manuals under unless the Contractor has specifically informed the Design Consultant in writing of such deviation at the time of submission and the Design Consultant has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data, Samples, or Manuals by the Design Consultant's review thereof.

3.11.5 The Contractor shall make corrections required by the Design Consultant and shall resubmit the required number of corrected copies of Shop Drawings or new Product Data or Samples. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Design Consultant on previous submittals. Resubmittals necessitated by required corrections due to Contractor's errors or omissions shall not be cause for extension of Contract Time, and any costs associated with the processing of these resubmittals shall be paid by the Contractor.

3.11.6 No portion of the Work requiring submission of Shop Drawings, Product Data, Samples or Manuals shall be commenced until the submittal has been approved by the Design Consultant. All such portions of the Work shall be in accordance with approved submittals.

3.12 EQUAL PRODUCTS AND SUBSTITUTIONS

3.12.1 All materials, supplies and articles furnished under this Contract shall, whenever specified and otherwise practicable, be the standard products of recognized, reputable manufacturers. Unless otherwise specifically provided in the Contract Documents, the naming of a certain brand, make, manufacturer or article, device, product, material, fixture or type of construction shall convey the general style, type, character and standard of quality of the article desired and shall not be construed as limiting competition. The Contractor, in such cases, may with Owner approval, use any brand, make, manufacturer, article, device, product, material, fixture, form or type of construction which in the judgment of the Design Consultant is equal to that specified. An item may be considered equal to the item so named or described if, in the opinion of the Owner and Design Consultant (1) it is at least equal in quality, durability, appearance, strength, and design; (2) it will perform at least equally the specific function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. Approval by the Owner and Design Consultant will be granted based upon considerations of quality, workmanship, economy of operation, suitability for the purpose intended, and acceptability for use on the Project.

3.12.2 Contractor must provide evidence that proposed substitution does not require revisions to the Contract Documents, that is consistent with Contract Documents, and will produce the indicated results, and is comparable with other portions of the Work. Contractor must provide a detailed comparison of significant qualities or proposed substitution with those of the Work Specified, including but not limited to the following significant qualities: performance, weight, size, durability, visual effect, sustainable design features, warranties, and any specific features and requirements indicated in Contract Documents. An annotated copy of applicable Specification Section and point-by-point comparison between specified product and the proposed substitution describing each point of compliance, non-compliance, and variance between the specified and proposed product shall be provided.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, easements, right-of- way agreements and the Contract Documents. The Contractor shall not unreasonably encumber the site, in the opinion of the Owner, with any materials, equipment or trailers nor shall he block the entrances or otherwise prevent reasonable access to the site, other working and parking areas, completed portions of the Work and/or properties, storage areas, areas of other facilities that are adjacent to the worksite. If the Contractor fails or refuses to move said material, equipment or trailers within 24 hours of notification by the Owner, to so do, the Owner shall have the right, without further notice, to remove, at the Contractor's expense, any material, equipment and/or trailers which the Owner deems are in violation of this paragraph.

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3.14 CUTTING AND PATCHING OF WORK

3.14.1 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation.

3.14.2 Existing structures and facilities including but not limited to building, utilities, topography, streets, curbs, walks, etc., that are damaged or removed due to required excavations or other construction work, shall be patched, repaired or replaced by the Contractor to satisfaction of the Design Consultant and the Owner of such structures and facilities and authorities having jurisdiction.

3.15 CLEANING UP

3.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. If the Contractor fails to clean up during or at the completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 INDEMNIFICATION

3.16.1 To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, and hold harmless the Owner and the Design Consultant and their agents, representatives, and employees from and against all claims, actions, judgments, costs, liabilities, penalties, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or caused by any negligent act, error or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The above obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Paragraph 3.16. The parties agree that this indemnification clause is an “evidence of indebtedness” for purpose of N.C. Gen. Stat. § 6-21.2. The parties also specifically acknowledge that the Owner is a public body and it is the intent of the parties that the Owner not incur any expenses when the Contractor is solely responsible for the claims.

3.16.2 In any and all claims against the Owner or the Design Consultant or any of their agents, representatives, or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.16 shall not be limited in any way by Contractor’s insurance coverage required herein.

3.16.3 No provision of this Paragraph 3.16 shall give rise to any duties on the part of the Design Consultant or the Owner, or any of their agents, representatives, or employees.

3.18 CONDITIONS AFFECTING THE WORK

3.18.1 The Contractor shall be responsible for taking all steps necessary to ascertain the nature and location of the Work and the general and local conditions, which can affect the Work or the cost thereof. The Owner assumes no responsibility for any understanding or representation about conditions affecting the Work made by any of his officers, employees, representatives, or agents prior to the execution of the Contract, unless such understandings or representations are expressly stated in the Contract Documents.

3.19 MISCELLANEOUS.

3.19.1 The Contractor shall provide documentation acceptable to the Owner showing the amount of MBE participation (including a complete list of all subcontractors and their final subcontract amounts) and sales tax paid by the Contractor and its subcontractors for materials purchased for Projects completed under this contract.

3.20 APPLICABLE LAWS.

3.20.1 This Contract and the relationship of the parties shall be governed by the laws of the state of North Carolina.

3.20.2 Contractor shall comply with all applicable laws and regulations in providing services under this Contract. Contractor shall not employ any individuals to provide services to the Owner who are not authorized

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by federal law to work in the United States. Contractor represents and warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Contract by any governmental department or agency. Contractor must notify Owner within thirty (30) days if debarred by any government entity during this Contract. The Contractor represents that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system. The Contractor further warrants that it will use the E-Verify system to verify employment eligibility of all its employees throughout the term of this Contract, and that it will remain in compliance with all I-9 requirements throughout the term of this Contract. The Contractor shall also ensure that any subcontractors use the E-Verify system at all times while providing subcontracted services in connection with this Contract. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the school system. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.

3.20.3 The Contractor also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. The Contractor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office, provided that such office is not located at a school site; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at http://www.nsopw.gov/. The Contractor shall provide certification on the Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Contractor shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, the Contractor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. The Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. The Contractor shall not assign any individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. The Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Owner upon request. The Contractor specifically acknowledges that the Owner retains the right to audit these records to ensure compliance with this section at any time in the Owner's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Agreement. In addition, the Owner may conduct additional criminal records checks at the Owner's expense. If the Owner exercises this right to conduct additional criminal records checks, the Contractor agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the Owner for all contractual personnel who may deliver goods or perform services under this Agreement. The Contractor further agrees that it has an ongoing obligation to provide the Owner with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. The Owner reserves the right to prohibit any contractual personnel of the Contractor from delivering goods or providing services under this Agreement if the Owner determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

3.20.4 Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Agreement are immediate family members of any member of the Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law

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relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Agreement, Contractor shall immediately disclose the family relationship in writing to the Superintendent of the Schools. Unless formally waived by the Board, the existence of a family relationship covered by this Agreement is grounds for immediate termination by Owner without further financial liability to Contractor.

3.20.5 Restricted Companies Lists. Contractor represents that as of the date of this Contract, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Contract, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

3.21 COMPLIANCE WITH BOARD POLICIES AND PROCEDURES

The Contractor agrees to comply with the all of the Owner's policies at all times that the Contractor, its subcontractors and employees are on the Owner's property. The Contractor acknowledges that Board policies are available for review at the Owner's website and agrees to comply with the policies. The Contractor also agrees to comply with the following provisions:

3.21.1 The Contractor, its Subcontractors and employees shall not possess or carry, whether openly or concealed, any gun, rifle, pistol, or explosive on any property owned by the Owner. This includes firearms locked in containers, vehicles or firearm racks within vehicles. The Contractor, its Subcontractors and employees shall not cause, encourage or aid a minor, who is less than 18 years old to possess or carry, whether openly or concealed, any weapons on any property owned by the Owner.

3.21.2 The Contractor, its Subcontractors and employees, are prohibited from profane, lewd, obscene or offensive conduct or language, including engaging in sexual harassment.

3.21.3 The Contractor and its Subcontractors shall not manufacture, transmit, conspire to transmit, possess, use or be under the influence of any alcoholic or other intoxicating beverage, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or anabolic steroids, or possess, use, transmit or conspire to transmit drug paraphernalia on any property owned by the Owner.

3.21.4 The Contractor and its Subcontractors may not at any time use or display tobacco or nicotine-containing products, including but not limited to electronic cigarettes (e-cigarettes), on school premises, both indoor and outdoor. The prohibition of the display of tobacco or nicotine products shall not extend to a display that has a legitimate instructional or pedagogical purpose. For purposes of this Contract, "tobacco product" is defined to include cigarettes, cigars, blunts, bidis, pipes, chewing tobacco, snuff, and any other items containing or reasonably resembling tobacco, tobacco products, or any facsimile thereof. "Tobacco use" includes smoking, chewing, dipping, or any other use of tobacco products.

3.21.5 The Contractor, its Subcontractors and employees shall not solicit from or sell to students or staff within the Owner's facilities or campuses, and shall not give gifts of any value to school system employees.

3.21.6 Operators of all commercial vehicles on any property owned by the Owner shall be subject to post-accident, random, reasonable suspicion and follow-up testing for drugs and alcohol.

3.21.7 The Contractor, its Subcontractors and employees are prohibited from using access to the site pursuant to this Agreement as a means to date, court, or enter into a romantic or sexual relationship with any student enrolled in the School System. The Contractor agrees to indemnify the Owner for claims against the Owner resulting from relationships which have occurred or may occur between a student and an employee of the Contractor or Subcontractor.

END OF ARTICLE 3

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ARTICLE 4

SUBCONTRACTORS

4.1 DEFINITION

4.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor may be referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any Separate Contractor or his subcontractors.

4.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site or who contracts to perform or supply any of the Work under the scope of a Subcontractor's subcontract. The term Sub-subcontractor may be referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

4.1.3 Nothing contained in the Contract Documents is intended to, nor shall it create, any contractual relationship between the Owner, the Design Consultant, or any of their agents, consultants, employees, independent contractors, or representatives and any Subcontractor, Sub-subcontractor, Supplier or Vendor of the Contractor, except the relationship between Owner and Contractor, but the Owner shall be entitled to performance of all obligations intended for his benefit, and to enforcement thereof.

4.1.4 The Owner and Design Consultant will not deal directly with any Subcontractor, Sub-subcontractor or Material Supplier. Communication will be made only through the Contractor. Subcontractor, Sub-subcontractors or Material Suppliers shall route requests for information or clarification through the Contractor to the Design Consultant.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 The Contractor, in compliance with the requirements of the Contract Documents and within ten (10) days after the Notice to Proceed, shall furnish in writing to the Owner the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within a reasonable time shall constitute notice of no reasonable objection. The Contractor understands and agrees that no contractual agreement exists for any part of the Work under this Contract between the Owner and any of the Contractor's Subcontractors or Sub-subcontractors. Further, the Contractor understands and agrees that he alone is responsible to the Owner for the Work under this Contract and that any review of Subcontractors or Sub-subcontractors by the Owner will not in any way make the Owner responsible to any Subcontractor, nor responsible for the actions or failures of any Subcontractor or Sub-subcontractor.

4.2.1.1 The Contractor shall identify in the list of names of the Subcontractors proposed, those Subcontractors that are Historically Underutilized Businesses (HUB's) and indicate the portion of the Work that each Subcontractor will perform.

4.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Owner has made reasonable objection under the provisions of Paragraph 4.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

4.2.3 If the Owner has reasonable objection to any proposed person or entity under Paragraph 4.2.1, the Contractor shall name a substitute to whom the Owner has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, subject to an audit of said difference by the Owner; provided, however, that no increase in the

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Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Paragraph 4.2.1 and the original proposed Subcontractor was: (i) able to carry out his work under his proposed subcontract, (ii) able to comply with all applicable laws, (iii) was an ongoing business in the field of his proposed subcontract, and (iv) had a labor force, capital and a means of supply compatible with the scope of his proposed subcontract.

4.2.4 If the Owner requires a change of any proposed Subcontractor or person or organization previously accepted by him on the Project, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued, subject to an audit by Owner.

4.2.5 The Contractor shall notify the Owner and the Design Consultant of any substitution for any Subcontractor identified in accordance with Subparagraph 4.2.1.1. The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or the Design Consultant makes reasonable objection to such substitution. Also, Contractor may make no substitution of Subcontractors in violation of applicable law.

4.2.6 If during the duration of the Project, the Contractor effects a substitution for any Subcontractor per Paragraph 5.2.5, or if additional subcontract opportunities become available, the Contractor shall make a good faith effort to utilize Historically Underutilized Businesses (HUB's).

4.3 SUBCONTRACTUAL RELATIONS

4.3.1 By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the agreement between the Contractor and Subcontractor, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section 4.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Contract Documents available to his Sub-subcontractors.

4.3.2 The provisions herein regarding Subcontractor approvals shall in no way affect the liability of the Contractor to the Owner regarding performance of all obligations by or payment of Subcontractors. Approval to subcontract with any given Subcontractor shall not to any degree relieve the Contractor of his obligation to perform or have performed to the full satisfaction of the Owner the Work required by this Contract.

4.3.3 The Contractor shall submit Notice to the Owner of any Claims by Subcontractors for which the Owner is believed to be responsible, in strict conformance with the same time requirements and other procedures established for the submission of the Contractor's Claims to the Owner.

4.4 QUALIFICATION SUBMITTALS

4.4.1 Specific qualification submittals may be required of Subcontractors, installers and suppliers for certain critical items of the Work. Required qualification submittals are set forth in detail in the Specifications and shall be collected and submitted by the Contractor for review and approval by the Design Consultant. All information required of a single Subcontractor, installer or supplier shall be contained in a single, complete submittal. The Contractor shall submit the required qualification information within ten (10) days after receipt of the Design Consultant's request.

4.4.2 The Owner and Design Consultant shall reject any proposed Subcontractor, installer or supplier, or any

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qualification submittals related thereto, for the following reasons:

.1 The Contractor's failure to submit requested information within the specified time; or

.2 The Contractor's failure to provide all of the requested information; or

.3 The Contractor's submission of a Subcontractor, installer or supplier, or qualifications thereof, which are unacceptable in the judgment of the Owner or Design Consultant.

4.4.3 Should the Owner or Design Consultant have reasonable objection to any proposed Subcontractor, installer or supplier, the Contractor shall submit another person or firm who are reasonably acceptable to the Owner and Design Consultant.

4.5 PREPARATORY WORK

4.5.1 Before starting a portion of the Work, the Contractor and the responsible Subcontractor shall carefully examine all preparatory work that has been executed to receive his work. The Subcontractor shall check carefully, by whatever means are required, to ensure that his work and adjacent related work will finish to proper contours, planes and levels. He shall promptly notify the Contractor and the Design Consultant of any defects or imperfections in preparatory work, which will, in any way, affect satisfactory completion of his work. Absence of such notification will be construed as an acceptance of preparatory work and later Claims of defects therein will not be recognized.

4.5.2 Under no conditions shall a portion of the Work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for timely installation of all materials rests solely with the Contractor, who shall maintain coordination control at all times.

END OF ARTICLE 4

ARTICLE 5

WORK BY OWNER OR BY SEPARATE CONTRACTORS

5.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

5.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

5.2 MUTUAL RESPONSIBILITY

5.2.1 Should the Contractor cause damage to the work or property of the Owner or of any separate contractor on the Project, or to other work on the Site, or delay or interfere with the Owner's work on ongoing operations or facilities or adjacent facilities or said separate contractor's work, the Contractor shall be liable for the same; and, in the case of another contractor, the Contractor shall attempt to settle said claim with such other contractor prior to such other contractor's institution of litigation or other proceedings against the Contractor.

5.2.2 Should a separate contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present directly to said separate contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against said separate contractor prior to the institution of litigation or other proceedings against said separate contractor.

5.2.3. In no event shall the Contractor seek to recover from the Owner or the Design Consultant, and the Contractor

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hereby waives any claims against the Owner and Design Consultant relating to any costs, expenses (including, but not limited to, attorney's fees) or damages or other losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused by any separate contractor.

5.3 COORDINATION OF THE WORK

5.3.1 By entering into this contract, Contractor acknowledges that there may be other contractors on the site whose work will be coordinated with that of his own. Contractor expressly warrants and guarantees that he will cooperate with other contractors and will do nothing to delay, hinder or interfere with the work of other separate contractors, the Owner or Design Consultant. Contractor also expressly agrees that, in the event his work is hindered, delayed, interfered with or otherwise affected by a separate contractor, his sole remedy will be a direct action against the separate contractor as described in this Article 5. Contractor will have no remedy, and hereby expressly waives any remedy, against the Owner and/or the Design Consultant on account of delay, hindrance, interference or other event caused by a separate contractor.

END OF ARTICLE 5

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 This contract shall be governed by the law of the State of North Carolina. The Contractor and Owner agree that the county where the Project is located shall be the proper venue for any litigation arising out of this Agreement.

6.1.2 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly or fully inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

6.2 CLAIMS AND DAMAGES

6.2.1 Should the Contractor or any of its Subcontractors suffer injury or damage to person or property because of any act or omission of the Owner or Design Consultant, or of any of their employees, agents or others for whose acts either is legally liable, the claim on behalf of the Contractor or its subcontractors shall be made in writing to the Owner within 10 days after the first observance of such injury or damage; otherwise, the Contractor shall have waived any and all rights he may have against the Owner or the Design Consultant, or their employees, representatives and agents. The Contractor shall indemnify, defend and hold the Owner harmless from any claim by a Subcontractor that is waived because it is not filed in strict conformance with this paragraph or any other provision of this Agreement regarding claims.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations of the Contractor imposed by the Contract Documents and the rights and remedies of the Owner available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.4.2 Except as may be specifically agreed in writing, the failure of the Owner or the Design Consultant to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Contract, or to exercise any right herein contained or provided by law, shall not be construed as a waiver or relinquishment of the performance of such provisions or right(s) or of the right to subsequently demand such

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strict performance or exercise such right(s), and the rights shall continue unchanged and remain in full force and effect.

6.4.3 The Contractor agrees that he can be adequately compensated by money damages for any breach of this Contract which may be committed by the Owner and hereby agrees that no default, act, or omission of the Owner or the Design Consultant, except for failure to make progress payments as required by the Contract Documents, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the Owner shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled, save only his right to money damages.

6.4.4 Contractor and Owner acknowledge that the Contract Documents shall not be construed against Owner due to the fact that they may have been drafted by Owner. For purposes of construing the Contract Documents, both Contractor and Owner shall be considered to have jointly drafted the Contract Documents.

6.4.5 In the event that Owner incurs attorney's fees or litigation expenses in connection with enforcing or protecting its rights under the Contract Documents or defending any claim or lawsuit brought against it arising out of the Work or the Contract Documents, Contractor shall reimburse Owner for such reasonable attorney's fees and expenses.

6.5 TESTS AND INSPECTIONS

6.5.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Owner timely notice of its readiness so the Design Consultant and the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

6.5.2 Unless otherwise stipulated in other Contract Documents, the Contractor shall pay for all utilities required for testing of installed equipment of all of his work and work of each Subcontractor. Boiler fuel other than gas shall be provided by Subcontractor furnishing boilers. Labor and supervision required for making such tests shall be provided at no additional cost to the Owner.

6.5.3 If the Design Consultant or the Owner determines that any Work requires special inspection, testing, or approval which Subparagraph 6.51 does not include, the Owner will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 6.51. If such special inspection or testing reveals a failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the Contractor shall bear all costs thereof, including compensation for the Design Consultant's and Owner's additional construction management expenses made necessary by such failure.

6.6 UNENFORCEABILITY OF ANY PROVISION

6.6.1 If any provision of this Contract is held as a matter of law to be unenforceable or unconscionable, the remainder of the Contract shall be enforceable without such provision.

6.7 ATTORNEYS' FEES AND OTHER EXPENSES

6.7.1 The Contractor hereby agrees that he will not submit, assert, litigate or otherwise pursue any frivolous or unsubstantiated claims or claims he has specifically waived under the terms of the Contract Documents. In the event that the Contractor's or its Subcontractor's claims, or any separate item of a claim, is without substantial justification, the Contractor shall reimburse the Owner or Design Consultant for all costs and expenses associated with defending such claim or separate item, including but not limited to, attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction

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management expenses, or services and any other consultant costs.

6.7.2 If the Contractor breaches any obligation under the Contract Documents, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by the Owner relating to such breach, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.

6.7.3 If the Owner or Design Consultant prevails in a claim brought against the Contractor, including but not limited to, claims for fraud or misrepresentation, overpayment, defective work, delay damages, and recovery of termination expenses, the Contractor shall reimburse the Owner and Design Consultant for all costs and expenses incurred by them relating to such claim, including but not limited to attorneys' fees, audit costs, accountants' fees, expert witness' fees, additional Design Consultant expenses, additional construction management expenses, and any other consultant costs.

6.8 SUCCESSORS AND ASSIGNS

6.8.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Owner, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner and the Contractor's Surety.

END OF ARTICLE 6

ARTICLE 7

TIME

7.1 DEFINITIONS

7.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial and Final Completion of the Work, as defined in Subparagraph 7.1.3 and 7.1.4, including any allowances and alternates. The Contractor shall complete his Work within Contract Time, unless the Contract Time is modified.

7.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein. The Contractor shall not commence Work or store materials or equipment on site until written Notice to Proceed is issued or until the Contractor otherwise receives the Owner's written consent.

7.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Design Consultant and the Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so the Owner can fully occupy and utilize the Work or designated portion thereof for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for the Owner's full use may remain for final completion. The issuance of a temporary or final certificate of occupancy shall not, in itself, constitute Substantial Completion. Educational operational systems such as voice, data, security cameras, security card readers, security motion detection systems and building automation systems including functional graphics at the site are required for Substantial Completion.

7.1.4 The date of Final Completion of the work is the date certified by the Design Consultant and the Owner when the Work is totally complete, to include punch list work, in accordance with the Contract Documents and the Owner may fully occupy and utilize the work for the use for which it is intended. The issuance of a temporary or final certificate of occupancy shall not, in itself, constitute Final Completion.

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7.2 DELAYS AND EXTENSIONS OF TIME

7.2.1 The time during which the Contractor or any of its subcontractors delayed in the performance of the Work by the acts or omissions of the Owner, Design Consultant or their employees or agents, acts of God, unusually severe and abnormal climatic conditions, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, or other conditions beyond the Contractor's or its subcontractors' control and which the Contractor or its subcontractors could not reasonably have foreseen and provided against, shall be added to the time for completion of the Work (i.e., the Contract Time) stated in the Agreement; provided, however, that no claim by the Contractor for an extension of time for delays will be considered unless made in strict compliance with the requirements of this Article and other provisions of the Contract Documents.

7.2.1.1 For excessive inclement weather, the Contract time will not be extended due to reasonably anticipated inclement weather or for delays in the aftermath of inclement weather, reasonably anticipated or excessive. The time for performance of this Contract, as stated in the Contract Documents, includes an allowance for calendar days which may not be available for construction out-of-doors; for the purposes of this Contract, the Contractor agrees that the number of calendar days per month based on a five-year average shall be considered reasonably anticipated inclement weather and planned for in the construction schedule per the Contract. Unless the Contractor can substantiate to the satisfaction of the Owner that there was greater than the reasonably anticipated inclement weather considering the time from the Notice to Proceed until the date established for substantial completion using data from the national weather service station noted in the Supplemental General Conditions or a weather station acceptable to the Owner and that such alleged greater than reasonably anticipated inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract time, the Contractor shall not be entitled to an extension of time.

Also, the Contractor agrees that the calculation of the number of excessive inclement weather days shall be the number of days in excess of the five-year average for each month, in which precipitation exceeded one tenth (.10) inch, or in which the highest temperature was 32 degrees For less as recorded at the approved weather station. Rain days from hurricanes and tropical storms not causing damage in the county where the Project is located shall be deemed inclement weather days.

If the total accumulated number of calendar days lost to excessive inclement weather, from the Notice to Proceed until the date established for substantial completion, exceeds the total accumulated number to be reasonably anticipated for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. No extension of time will be made for days due to excessive inclement weather occurring after the date established for substantial completion. No change in Contract sum will be authorized because of adjustment of Contract time due to excessive inclement weather.

7.2.2 Should a time extension be granted for Substantial Completion the date for Final Completion shall be appropriately adjusted unless specifically stated otherwise.

7.2.3 Neither the Owner nor the Design Consultant shall be obligated or liable to the Contractor or its Subcontractors for, and the Contractor hereby expressly waives any claims against the Owner and the Design Consultant on account of any indirect or direct damages, costs or expenses of any nature which the Contractor, its Subcontractors, or Sub-subcontractors or any other person may incur as a result of any delays, interferences, changes in sequence or the like, which are reasonable, foreseeable, contemplated, or avoidable by Contractor, and it is understood and agreed that the Contractor's sole and exclusive remedy in any such events shall be an extension of the Contract Time in accordance with the Contract Documents, unless the delays, interferences, changes in sequence or the like arise solely from or out of any act or omission of the Owner or the Design Consultant, or their agents, employees, consultants or independent. The Contractor shall not be entitled to any damages pursuant to this section if there are any concurrent delays for which the Owner and/or the Design Consultant are not solely responsible.

7.2.4 Subject to other provisions of the Contract, the Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, his Subcontractors or suppliers, unless caused solely by the

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Owner or Design Consultant.

7.2.5 The Contractor and its subcontractors shall not be entitled to and hereby expressly waives any extension of time resulting from any condition or cause unless said claim for extensions of time is made in writing to the Owner within ten (10) days of the first instance of delay.

END OF ARTICLE 7

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 SCHEDULE OF VALUES

8.1.1 Before the first Application for Payment, the Contractor shall submit to the Owner a schedule of values allocated to the various portions of the Work.

8.2 APPLICATIONS FOR PAYMENT

8.2.1 Prior to the date for each progress payment established in the Owner-Contractor Agreement, the Contractor, shall submit to the Owner an itemized Application for Payment including a completed Contractor's Sales Tax Report (attached hereto as Appendix A) for all items provided by the Contractor or any Subcontractors included in the application. The Contractor shall also certify that he has paid all due and payable amounts for which previous certificates for payment were issued and payments received from the Owner and that the work for which payment is requested has been completed.

8.2.2 The Owner will retain funds from each progress payment to the maximum extent allowed by N.C. General Statute 143-134.1 until the Work is finally completed and accepted, whether or not the Owner has occupied any or all of the Project before such time. If a reduction in retainage has been made or the Owner stops withholding retainage for any reason, the Owner may increase or commence the retainage as authorized by N.C. Gen. Stat. 143-134.1.

8.2.3 Owner will be under no obligation to make payment to the Contractor on account of materials or equipment not incorporated in the Work. Materials once paid for by the Owner become the property of the Owner and may not be removed from the work site without the Owner's written permission.

8.2.4 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 8 as "liens".

8.2.5 All invoices shall show the following:
.1 Total amount of contract
.2 Amount of change orders
.3 Total value of completed work
.4 Amount retained by Owner
.5 Amount due Contractor

8.3 CERTIFICATES FOR PAYMENT

8.3.1 By signing a Certificate for Payment, the Design Consultant shall not thereby be deemed to represent that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that it has reviewed the construction means, methods, techniques, sequences, or procedures, or that it has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

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8.4 PROGRESS PAYMENTS

8.4.1 The Contractor shall promptly pay each Subcontractor (including suppliers, laborers, and material-men) performing labor or furnishing material for the Work, upon receipt of payment from the Owner.

8.4.2 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

8.4.3 The Contractor shall not submit more than one pay application during any 30-day period.

8.5 PAYMENTS WITHHELD

8.5.1 The Design Consultant may decline to certify payment and may withhold their Certificate in whole or in part, to the extent the Design Consultant deems necessary to reasonably protect the Owner from loss associated with unsatisfactory job progress, defective construction, disputed work, claims or any other similar issue. If the Design Consultant is unable to make representations to the Owner and to certify payment in the amount of the Application, it will notify the Contractor as provided herein. The Design Consultant may also decline to certify payment because of subsequently discovered evidence or subsequent observations that may nullify the whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in its opinion to protect the Owner from loss.

8.6 FAILURE OF PAYMENT

8.6.1 Payments due and unpaid under the Contract Documents shall not bear interest.

8.7 SUBSTANTIAL COMPLETION

8.7.1 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Design Consultant and Owner when the Work or a designated portion thereof is sufficiently complete, in accordance with the Contract Documents, so Owner can fully occupy and utilize the Work for the use for which it is intended, with all of the Project's parts and systems operable as required by the Contract Documents. Only incidental corrective work and any final cleaning beyond that needed for Owner's full use may remain for Final Completion. The Contractor shall be solely responsible for the cost to repair or replace any work damaged or destroyed prior to the Date of Substantial Completion.

8.7.2 When the Design Consultant and the Owner on the basis of an inspection jointly determine that the Work or designated portion thereof is substantially complete, they will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Contractor shall provide operation & maintenance manuals, and operation training to the Owner as required by the Contract Documents prior to Substantial Completion. The Owner's occupancy of incomplete work shall not alter the Contractor's responsibilities pursuant to this section.

8.7.3 The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor and its Subcontractors except those previously made in writing and identified by the Contractor as unsettled at the time the Contractor submits the Application for Payment for Substantial Completion, and except for the retainage sums due at final acceptance. The Contractor shall indemnify and hold the Owner harmless against any claims by its Subcontractors that are waived because they were not made in writing and identified by the Contractor as unsettled when the Contractor submitted the Application for Payment for Substantial Completion.

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8.7.4 The issuance of the Certificate of Substantial Completion does not indicate final acceptance of the project by the Owner, and the Contractor is not relieved of any responsibility for the project except as specifically stated in the Certificate of Substantial Completion.

8.7.5 There will be two inspections by the Design Consultant at Substantial Completion:

.1 To generate a list of items to be completed or corrected before Owner takes possession of the Work.
.2 To check that the list of items has been completed before issuing Final Payment.

Any additional inspections by the Design Consultant requested by Contractor to complete the Punch List shall result in money being withheld from the Final Payment to cover the cost of these additional inspections

8.8 FINAL COMPLETION AND FINAL PAYMENT

8.8.1 When the Design Consultant and the Owner find the Work acceptable under the Contract Documents and the Contract fully performed, they will approve a final Certificate of Payment stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable, except for an amount mutually agreed upon for any work remaining incomplete or uncorrected for which the Owner is entitled a credit under the Contract Documents. If the Design Consultant and the Owner find the Work to be incomplete or unacceptable, the costs of reinspections shall be paid by the Contractor.

8.8.2 Final Payment shall not become due until the Contractor provides to the Design Consultant and Owner: three (3) copies of any of the following required:

.1 Final Change Order
.2 Final Application for Payment
.3 Consent of Surety to Final Payment - AIA G707(if applicable)
.4 Contractor's Affidavit of Release of Liens - AIA G706A
.5 Contractor's Affidavit of Payment of Debts and Claims - AIA G706;
.6 Certificate of Occupancy (if applicable)
.7 Contractor's Warranty, notarized
.8 Warranty Summary Sheet with Original Warranties (if not included in O & M Manuals)
.9 Certification Letter from Contractor that no Asbestos-Containing Materials were used on the project
.10 Final List of Subcontractors (name, address, phone, fax nos.)
.11 Record Drawings (As-Built) - 1 set
.12 Operation and Maintenance Manuals - 3 sets
.13 Other project close-out submittals, as required by the Contract Documents.

8.8.3 Neither the final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the Contractor submits to the Owner:

.1 an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied;

.2 if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner; and

.3 As-built drawings, and other project closeout submittals, as required by the Owner.

8.8.4 The making of final payment shall constitute a waiver of all claims by the Owner against the Contractor except those arising from:

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.1 unsettled liens, and claims against the Owner or the Design Consultant, or their employees, agents, or representatives,

.2 faulty, defective or non-conforming Work discovered or appearing after Substantial or Final Completion,

.3 failure of the Work to comply with the requirements of the Contract Documents,

.4 terms of any warranties contained in or required by the Contract Documents,

.5 damages incurred by the Owner resulting from lawsuits brought against the Owner, the Design Consultant, or their agents, employees or representatives because of failures or actions on the part of the Contractor, his Subcontractors, Sub-subcontractors, or any of their employees, agents or representatives, or

.6 fraud or bad faith committed by the Contractor or any subcontractor or supplier during performance of work but discovered by Owner after Final Payment.

8.8.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment

8.9 LIQUIDATED DAMAGES

8.9.1 Should the Contractor fail to substantially complete the Work on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by Owner), he shall pay the Owner, as Substantial Completion liquidated damages the daily amount stated in the Supplementary Conditions for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the Contract, which sum is agreed upon as a reasonable and proper measure of damages which the Owner will sustain per day by failure of the Contractor to complete work within time as stipulated; it being recognized by the Owner and the Contractor that the injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

8.9.2 For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Contractor shall pay or Owner will retain the daily amount stated in the Supplementary Conditions as Final Completion Liquidated Damages from the compensation otherwise to be paid to the Contractor. This amount is the minimum measure of damages the Owner will sustain due to the delay in the completion of all remedial work, the delay in the correction of the deficient work, the disruption to the school and the learning environment, the cost of contract management time and resources, administration time, and the inability to use the facilities fully. This amount is in addition to the liquidated damages prescribed above for Substantial Completion.

8.9.3 The amount of liquidated damages set forth above and in the corresponding Supplementary Conditions shall be assessed cumulatively. The items of cost included in the assessment of liquidated damages are as defined in the General Conditions. This provision for liquidated damages does not bar Owner's right to enforce other rights and remedies against Contractor, including but not limited to, specific performance or injunctive relief.

8.10 OWNER'S RIGHT TO OCCUPY INCOMPLETE WORK

8.10.1 Should the Project, or any portion thereof, be incomplete for Substantial or Final Completion at the scheduled date or dates, the Owner shall have the right to occupy any portion of the Project. In such an event, the Contractor shall not be entitled to any extra compensation on account of said occupancy by the Owner or by the Owner's normal full use of the Project, nor shall the Contractor interfere in any way with said normal full use of the Project. Further, in such an event, the Contractor shall not be entitled to any extra compensation on account of the Owner's occupancy and use of the Project, nor shall the Contractor be relieved of any

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responsibilities of the Contract including the required times of completion. Such occupancy by the Owner shall not, in itself, constitute Substantial or Final Completion.

END OF ARTICLE 8

ARTICLE 9

INSURANCE AND BONDS

9.1.1 CONTRACTOR'S INSURANCE AND BONDS

The Contractor shall purchase and maintain in companies properly licensed by the Insurance Department of the State of North Carolina and acceptable to the Owner such insurance as will protect him, the Owner, and the Owner's agents, representatives, and employees from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include:

9.1.1.1 Worker's Compensation including Occupational Disease and Employer's Liability Insurance

.1 Statutory - Amount and coverage as required by State of North Carolina Worker's Compensation laws

.2 Employer's Liability
$1,000,000 Each Accident
$1,000,000 Policy Limit
$1,000,000 Each Employee

9.1.1.2 Commercial General Liability (Occurrence Form) - The Contractor shall provide during the life of this Contract such Commercial General Liability (Occurrence Form) Insurance as shall protect Contractor and any Subcontractor performing work under this Contract from claims for damages for Bodily Injury including accidental death, as well as from claims for Property Damage which may arise from operations under this Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them. This insurance shall be on the Standard Insurance Services Office, Inc. (ISO) Commercial Liability Occurrence Form. The Contractor shall procure insurance coverage for direct operations, sublet work, elevators, contractual liability and completed operations with limits not less than those stated below:

A Combined Single Limit for Bodily Injury, Property Damage and Personal Injury of:

$2,000,000	General Aggregate (except Products - Completed Operations) Limit
$2,000,000	Products - Completed Operations Aggregate Limit
$1,000,000	Personal and Advertising Injury Limit
$1,000,000	Each Occurrence Limit
$ 5,000	Medical Expense

9.1.1.3 Property Damages, including Broad Form Property Damage and Explosion, Collapse, Underground property damage coverages, and blasting, where necessary.

9.1.1.4 Completed Operations Liability: Continuous coverage in force for one year after completion of Work.

9.1.1.5 Commercial Automobile Insurance, including coverage for owned, non-owned and hired vehicles - with limits not less than a Combined Single Limit for Bodily Injury and Property Damage of $1,000,000.

9.1.1.6 Umbrella Liability Insurance: Policy to 'pay on behalf of the Insured' with Limits of Liability: $1,000,000.

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9.2 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner. Failure to provide such notice shall not limit the liability of the Insurer, its agents or representatives.

9.3 All insurance policies required in this Article, except Worker's Compensation and Commercial Automobile, shall name the Owner as additional named insured for the insurance. The Owner shall be included in the definition of "insured" in the Commercial Automobile Policy.

9.4 Contractor shall not commence work under this Contract until he has obtained all the insurance and bonds required under Article 5 of this Contract and until such insurance and bonds have been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Approval of the insurance by Owner shall not relieve or decrease the liability of Contractor hereunder.

9.5 The Commercial General Liability and Workers Compensation Policies provided by Contractor shall have endorsements waiving subrogation against Owner.

9.6 PROPERTY INSURANCE. Contractor shall provide the following property insurance:

9.6.1 Unless stated otherwise in the Supplemental Conditions, Contractor shall purchase and at all times maintain such insurance as will protect Contractor, Owner, Subcontractors and Sub-subcontractors from loss or damage to Work or property in the course of construction, including all machinery, materials and supplies on the premises or in transit thereto and intended to become a part of the finished work until Final Completion. This insurance shall be in the form of 'Builder's Risk Covered Cause of Loss Form' to include, but not limited to, theft, collapse, earth movement and flood. Any deductible provision in such insurance shall not exceed $5,000.00. Notwithstanding any such deductible provision, Contractor shall remain solely liable for the full amount of any item covered by such insurance.

9.6.2 If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by Owner and Contractor, and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

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

9.8 All insurance companies providing the above insurance shall be licensed by the Insurance Department of the State of North Carolina and maintain a rating by AM Best or a similar rating company with a minimum of an "A-" rating.

9.9 PERFORMANCE AND PAYMENT BONDS

"If required by law, or in the Supplemental Conditions or the Contract Documents, Contractor must provide performance and payment bonds each in the amount of the Contract Sum. Such bonds shall be on forms acceptable to Owner and issued by surety companies licensed to do business in North Carolina and having a rating of at least AM Best "A" rating. Contractor may, at its option, make deposit in the form of certified check with Owner in lieu of the performance and payment bonds in an amount equal to the Contract Sum for each such bond, for a total of 200% of the Contract Sum."

END OF ARTICLE 9

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ARTICLE 10

CHANGES IN THE WORK

10.1 CHANGE ORDERS

10.1.1 The Owner may, at any time, by written order designated or indicated to be a Change Order, make any change or modification in the Work or add to the Work within the general scope of the Contract.

10.2 OWNER DIRECTED CHANGES REQUIRING AN INCREASE IN CONTRACT SUM.

10.2.1 If the Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described (the right of the Owner as aforesaid shall apply with respect to each such Change in the Work).

If the Owner elects to have the Change in the Work performed on a lump sum basis, its election shall be based on a lump sum Proposal which shall be submitted by the Contractor to the Owner within seven (7) days of the Contractor's receipt of a request therefore (but the Owner's request for a lump sum Proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's Proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed Proposals of any Subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The Proposal shall also include the Contractor's estimate of the time required to perform said changes. The Contractor shall provide any documentation that may be requested by the Owner or Architect to support the change proposal, including but not limited to payroll records, insurance rates, material quotes, and rental quotes. The Change Proposal Forms attached as Appendix B shall be used to submit change proposals on the Project.

The portion of the Proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of job site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime time, if overtime is anticipated, Social Security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (said overhead and profit to include all supervision except foremen). Payroll costs are limited to 39% of the net pay of the worker.

The portion of the Proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales and use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (said overhead and profit to include all small tools), and may further include the Contractor's and any of its Subcontractor's reasonably anticipated rental costs in connection with the Change in the Work (either actual or discounted local published rates), plus up to eight percent (8%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. The Contractor shall provide an itemized breakdown of all transportation and shipping costs, including receipts documenting the expenses. Notwithstanding the above, overhead and profit shall not be applied to any sales tax paid for any purpose or to any transportation or shipping costs incurred by the Contractor or any subcontractor. If any of the items included in the lump sum Proposal are covered by unit prices contained in the Contract Documents, the Owner may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum Proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

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The lump sum Proposal may include up to eight percent (8%) of the amount which the Contractor will pay to any of its Subcontractors for Changes in the Work as overhead and profit for the Contractor. The Contractor shall not be reimbursed for the costs of the Subcontractors' Payment and Performance Bonds, as such bonding is not required by the Owner.

10.2.2 In the event that the Contractor fails to submit his Proposal within the designated period, the Owner may order the Contractor to proceed with the Change to the Work and the Contractor shall so proceed. The Owner shall unilaterally determine the reasonable cost and time to perform the Work in question, which determination shall be final and binding upon the Contractor. The Contractor may dispute such action in accordance with the Article 15.

10.2.3 In the event that the parties are unable to agree as to the reasonable cost and time to perform the Change in the Work based upon the Contractor's Proposal and the Owner does not elect to have the Change in the Work performed on a time and material basis, the Owner may choose to make a determination of the reasonable cost and time to perform the Change in the Work, based upon its own estimates, the Contractor's submission or a combination thereof. A Construction Change Directive shall be issued in this case for the amounts of cost and time determined by the Owner and shall become final and binding upon the Contractor, subject to Contractor's right to dispute such action in accordance with Article 10.9. Owner has the right to direct by Construction Change Directive a Change in the Work, which is the subject of such Change Order. Failure of the parties to reach agreement regarding the cost and time of the performing the Construction Change Directive, shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.

10.2.3.1 The Owner reserves the right to reject the Contractor's Proposal for a Change in the Work and to elect to perform said Work using a Separate Contractor. Under such circumstances, all provisions of Article 6 shall be in force.

10.2.4 If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the cost, use or rental of tools or plant), plus fifteen percent (15%) thereof as the total overhead and profit (except that said fifteen percent (15%) shall not be applied against any payroll costs, as set forth in Paragraph 10.2.1.) The Contractor shall submit to the Owner daily time and material tickets, on a daily basis to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers), the materials used, the equipment rented (not tools) and such other evidence of cost as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any Claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

10.2.5 No overhead and profit will be paid by the Owner on account of a Change in the Work except as specifically provided in Section 10.2. Overhead and profit, as allowed under Section 10.2, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of a Change in the Work and which are not otherwise specifically recoverable by them pursuant to Section 10.2.

10.3 CONTRACTOR NOTICE OF CHANGE

10.3.1 If the Contractor or any of its Subcontractors asserts that any event or occurrence has caused a change in or addition to the Work which change causes an increase or decrease in the Contractor's or its Subcontractors' cost or the time required for the performance of any part of the Work under the Contract, including Work not affected directly by the change, the Contractor shall, within ten (10) days of such event, give the Owner written

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notice as herein required. Said notice shall include the instructions or circumstances that are the basis of the claim and the Contractor's best estimate of the cost and time involved.

10.3.2 If the Contractor intends to assert a claim under this Article, he must, within ten (10) days after receipt of a written Change Order under Subparagraph 10.2.1 above or the furnishing of a written notice under Subparagraph 10.3.1, submit to the Owner a written statement setting forth the specific nature and cost of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under Subparagraph 10.3.1 above. The statement of claim shall include all direct, indirect and impact costs associated with the change, as well as the Contractor's estimate of the schedule impact of the change, if any. The Contractor and its subcontractors shall not be entitled to reimbursement for any claims that are not filed in strict conformance with this Article. The Contractor shall indemnify and hold the Owner harmless against any claims by Subcontractors that are waived because they are not filed in strict conformance with this Article.

10.3.3 If the parties are unable to agree to the reasonable cost and time to perform the Change, or are unable to agree as to whether a change occurred, the Owner shall make a unilateral determination as described in Article 10.2.2. The Contractor shall proceed pursuant to the provisions of that Article.

10.4 GENERAL PROVISIONS RELATED TO CHANGES

10.4.1 The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of Article 10, and which the Contractor, its Subcontractors or Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all changes in the Work performed pursuant to this Article 10, unless the delay is caused solely by the Owner or its agent. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of his direct costs as compensable hereunder and an extension of the Contract Time, but only in accordance with the provisions of the Contract Documents. The phrase “Owner or its agent” as used in this Agreement, does not include the Prime Contractors or their Subcontractors.

10.4.2 No claim by the Contractor hereunder shall be allowed if asserted after final payment under this Contract. No claim relating to or flowing from a particular change shall be allowed after execution of the Change Order relating to that change or commencement of the change by the Contractor.

10.5 CHANGES REQUIRING A DECREASE IN CONTRACT SUM.

10.5.1 If the Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days of the Owner's request and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner in its reasonable judgment, plus fifteen percent (15%) thereof as overhead and profit.

10.6 DISPUTES REGARDING CHANGES.

10.6.1 If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum or an expansion or contraction in the Contract Time as a result of a Change in the Work, the Contractor shall not suspend performance of a Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner shall, however, pay to the Contractor up to the Owner's reasonable estimated value of the Change in the Work, regardless of the dispute, if said Change in the Work results in an increase in the Contract Sum; and the Owner shall have the right to decrease the Contract Sum up to the Owner's reasonable estimated

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value of the Change in the Work, regardless of the dispute, if said Change in the Work results in a decrease in the Contract Sum.

10.7 MINOR CHANGES IN THE WORK

10.7.1 The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

10.7.2 The Contractor shall not perform any changes in the Work unless authorized in writing by the Design Consultant or Owner.

10.8 DIFFERING SITE CONDITIONS

10.8.1 Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the drawings or indicated in the specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, he shall immediately give notice to the Owner of such conditions before they are disturbed. The Owner and the Design Consultant shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the drawings or indicated in the specifications, they shall at once make such changes in the drawings and/or specifications as they may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. However, neither the Owner nor the Design Consultant shall be liable or responsible for additional work, costs or changes to the work due to material differences between actual conditions and any geotechnical, soils and other reports, surveys and analyses made available for the Contractor's review.

10.9 CLAIMS AND DISPUTE RESOLUTION

10.9.1 Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term “Claim” also includes other disputes and matters in question from the Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the Contractor.

10.9.2 Time Limits on Claims. Claims by Contractor must be initiated within 10 days occurrence of the event giving rise to such Claim or within 10 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Design Consultant (if there is one) and the other party.

10.9.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as otherwise provided in the Contract Documents, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make undisputed payments in accordance with the Contract Documents.

10.9.4 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property when the giving of such notice would increase the risk of injury or damage to persons or property.

10.9.5 Claims for Additional Time. If the Contractor wishes to make Claim for an extension of the dates set for Substantial or Final Completion, written notice as provided herein shall be given. The Contractor’s Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Contractor bears the burden of proving it is entitled to an extension of time. Unless Contractor meets this burden, Liquidated Damages shall be assessed automatically.

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

10.9.7 Resolution of Claims and Disputes. Claims, including those alleging an error or omission by the Design Consultant, shall be referred initially to the Design Consultant for decision, if there is a Design Consultant with Contract Administration duties which include Claims resolution; otherwise, such Claims by Contractor shall initially be referred to the Owner. An initial decision by such Design Consultant (or Owner as applicable) shall be required as a condition precedent to mediation or litigation of all Claims by the Contractor arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Design Consultant (or Owner as applicable) with no decision having been rendered. The Design Consultant (or Owner as applicable) will not decide disputes between the Contractor and persons or entitles other than the Owner.

10.9.8 The Design Consultant (or Owner as applicable) will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Design Consultant is unable to resolve the Claim if the Design Consultant lacks sufficient information to evaluate the merits of the Claim or if the Design Consultant concludes that, in the Design Consultant's sole discretion, it would be inappropriate for the Design Consultant to resolve the Claim.

10.9.9 Upon receipt of the response or supporting data, if any, the Design Consultant (or Owner as applicable) will either reject or approve the Claim in whole or in part.

10.9.10 The Design Consultant (or Owner as applicable) will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties or any change in the Contract Sum or Contract Time, or both. The approval or rejection of a Claim by the Design Consultant (or Owner as applicable) shall be final and binding on the parties but subject to mediation and litigation.

10.9.11 When a written decision of the Design Consultant (or Owner as applicable) states that (1) the decision is final but subject to mediation and litigation and (2) a demand for mediation of a Claim (if required by Owner's Dispute Resolution Procedures) or the commencement of a lawsuit (if mediation is not required as a pre-condition to litigation in Owner's Dispute Resolution Procedures) covered by such decision must be made or done within 30 days after the date on which the party making the demand (or filing the lawsuit) receives the final written decision, then failure to demand mediation in writing (if required) or file the lawsuit within said 30 days' period shall result in the Design Consultant's (or Owner's as applicable) decision becoming final and binding upon the Owner and Contractor. If the Design Consultant (or Owner as applicable) renders a decision after litigation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede litigation proceedings unless the decision is acceptable to all parties concerned.

10.9.12 In the event of a dispute, the Owner, Contractor, and other parties involved in the Project shall utilize the Dispute Resolution Procedures adopted by Owner pursuant to N.C.G.S. §143-128(g), if applicable. Owner's Dispute Resolution Procedures are as follows:

These Procedures are applicable to the resolution of disputes with amounts in controversy in excess of $15,000.00 arising between or among any parties involved in Owner's construction and repair Projects, including the Design Consultant and the Contractors, and the first and lower tier subcontractors, on Claims arising out of the contract or construction process. In no event shall the Owner be subject to arbitration proceedings pursuant to these Procedures. Unless otherwise specified in these Procedures, if there is any conflict between these Procedures and the other provisions of the Contract Documents, the terms of these Procedures control.

Any Claim as defined in the Contract Documents or any dispute between parties to a construction contract involving the Project, other than the Owner's claims, except those Claims which are waived shall be subject to nonbinding mediation as a condition precedent to the institution of legal proceedings by any party, except that any party may institute legal proceedings in order to meet any applicable statute of limitations or similar deadlines prior to engaging in nonbinding mediation.

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The parties shall endeavor to resolve their claims by nonbinding mediation, which, unless the parties mutually agree otherwise, shall be in accordance with rules established by Owner if Owner is a party to the mediation. If Owner is not a party to the mediation, the mediation shall be conducted in accordance with rules established by the parties to the mediation. The parties to the mediation shall share the cost of mediation equally. The mediation shall be held in the place where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9.13 All suits in law or equity between the Owner and the Contractor arising out of the Contract shall be heard in the appropriate court of justice in the county where the Project is located.

END OF ARTICLE 10

ARTICLE 11

CORRECTION OF WORK

11.1 CORRECTION OF WORK

11.1.1 The Contractor shall promptly reconstruct, replace or correct all Work rejected by the Design Consultant as defective or as failing to conform to the Contract Documents or as not in accordance with the guarantees and warranties specified in the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Design Consultant's and the Owner's additional construction management services made necessary thereby.

11.1.2 The Contractor, unless removal is waived by the Owner, shall remove from the site all portions of the Work which are defective or non-conforming, or if permitted or required, he shall correct such work in place at his own expense promptly after receipt of notice, and such rejected Work shall not thereafter be tendered for acceptance unless the former rejection or requirement for correction is disclosed.

11.1.3 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Owner, the Owner may either (1) by separate contract or otherwise replace or correct such Work and charge the Contractor the cost occasioned the Owner thereby and remove and store the materials or equipment at the expense of the Contractor, or (2) terminate this Contract for default as provided in Paragraph 12.3. If the Contractor does not pay the cost of such replacement or correction and the removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for additional services of the Design Consultant and the Owner made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

11.1.4 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

11.1.5 Nothing contained in this Paragraph 11.1 shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents, including Paragraph 3.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced,

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nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

END OF ARTICLE 11

ARTICLE 12

TERMINATION OF THE CONTRACT

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of sixty (60) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, then the Contractor may, upon seven (7) additional days' written notice to the Owner and the Design Consultant, terminate the Contract and recover from the Owner payment on a quantum merit basis, for all Work executed. The Contractor shall not be entitled to collect and hereby expressly waives, any profit on work not performed or any damages related to that portion of the Contract, which has been terminated.

12.2 TERMINATION FOR CONVENIENCE OF THE OWNER

12.2.1 The Owner may, at any time upon ten (10) days' written notice to the Contractor which notice shall specify that portion of the Work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner. The Contractor's sole remedy, in the event of such termination, will be the allowable termination costs permitted by Article 12.4. Contractor shall include termination clauses identical to Article 12 in each of his Subcontracts.

12.3 DEFAULT TERMINATION

12.3.1 Subject to the provisions of Paragraph 2.3.1, ten (10) days after written notice is mailed to the Contractor, the Owner may terminate (without prejudice to any right or remedy of the Owner or any subsequent buyer of any portion of the Work) the employment of the Contractor and his right to proceed either as to the whole or any portion of the Work required by the Contract Documents and may take possession of the Work and complete the Work by contract or otherwise in any one of the following circumstances:

.1 if the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will ensure the Substantial or Final Completion of the Work within the Contract Time or fails to complete the Work or remedy a default within said period;

.2 if the Contractor is in material default in carrying out any provisions of the Contract for a cause within his control;

.3 if the Contractor fails to supply a sufficient number of properly skilled workmen or proper equipment or materials;

.4 if the Contractor fails to make prompt payment to Subcontractors or for materials or labor, unless he otherwise provides the Owner satisfactory evidence that payment is not legally due;

.5 if the Contractor disregards laws, permits, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to follow the instructions of the Owner;

.6 if the Contractor substantially violates any provisions of the Contract Documents; or

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.7 if the Contractor refuses or fails to properly schedule, plan, coordinate and execute the Work, as specified herein, so as to perform the Work within the specified Milestone and Completion dates, or to provide scheduling or related information, revisions and updates as required by the Contract Documents.

12.3.2 If, after the Contractor has been terminated for default pursuant to Paragraph 12.3, it is determined that none of the circumstances set forth in Subparagraph 12.3.1 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph 12.2 In such case, the Contractor's sole remedy will be the costs permitted by Article 12.4.

12.3.3 If the Owner so terminates the employment of the Contractor, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the compensation is to be paid to the Contractor hereunder shall exceed the expense of so completing the Work (including compensation for additional managerial, administrative, consultant and inspection services and any damages for delay) such excess shall be paid to the Contractor.

12.3.4 If such expenses shall exceed the unpaid balance, the Contractor shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the Work is partially or fully terminated, the Owner may take possession of and utilize in completing the Work such materials, appliances, supplies, plant and equipment as may be on the site of the terminated portion of the Work and necessary for the completion of the Work. If the Owner does not fully terminate the right of the Contractor to proceed, the Contractor shall continue to perform the part of the work that is not terminated.

12.4 ALLOWABLE TERMINATION COSTS

12.4.1 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, then the Owner shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Subparagraph 12.4.2, plus a markup of ten percent for profit and overhead on the actual fully accounted costs recovered under 12.4.2; provided however, that if there is evidence that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

12.4.1.1 After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such three (3) month period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he may receive and evaluate any such termination claim at any time after such three (3) month period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination.

12.4.2 If the Owner terminates the whole or any portion of the Work pursuant to Paragraph 12.2, the Owner shall pay the Contractor the amounts determined by the Owner as follows:

.1 an amount for supplies, services, or property accepted by the Owner pursuant to Clause 12.5.1.6 or sold or acquired pursuant to Clause 12.5.1.7 and not heretofore paid for, and to the extent provided in the Contract such amount shall be equivalent to the aggregate price for such supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and

.2 the total of:

(1) the cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Clauses 12.4.2.1 or 12.4.2.2.(2);

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(2) the cost of settling and paying claims arising out of the termination of Work under Subcontracts or orders, pursuant to Clause 12.5.1.5, which are properly chargeable to the terminated portion of the Work (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Subcontractors or vendors prior to the effective date of the notice of termination), which amounts shall be included in the costs payable under (1) above; and

(3) the reasonable costs of settlement, including accounting, legal, clerical and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Work and for the termination and settlement of Subcontracts thereunder, together with reasonable storage, transportation and other costs incurred in connection with the protection or disposition of property allocable to the Contract.

.3 Provided, however, that neither the Owner nor the Design Consultant will be liable for payments to subcontractors pursuant to Article 12.4.2.2 unless each subcontract contains termination provisions identical to those set forth in Article 12. The Owner and the Design Consultant will not be liable to the Contractor or any of his subcontractors for any costs associated with termination if the subcontract of the party involved does not include the proper termination clauses.

12.4.3 In arriving at any amount due the Contractor pursuant to Paragraph 12.4, there shall be deducted the following:

.1 all unliquidated advance or other payments on account theretofore made to the Contractor applicable to the terminated portion of the Contract;

.2 any claim which the Owner may have against the Contractor;

.3 such amount as the Owner determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and

.4 the agreed price for, or the proceeds of sale of, any materials, supplies or other things acquired by the Contractor or sold, pursuant to the provisions of Clause 12.5.1.7, and not otherwise recovered by or credited to the Owner.

12.4.4 The total sum to be paid to the Contractor under Paragraph 12.4 shall not exceed the Contract Sum as reduced by the amount of payments otherwise made or to be made for Work not terminated and as otherwise permitted by the Contract. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in Subparagraph 12.4.2, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Clause 12.5.1.7.

12.4.5 If the Owner terminates the whole or any part of the Work pursuant to Paragraph 12.3, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner for any excess costs for such similar supplies or services. The Contractor shall continue the performance of the Contract to the extent not terminated hereunder.

12.5 GENERAL TERMINATION PROVISIONS

12.5.1 After receipt of a notice of termination from the Owner, pursuant to Paragraph 12.2 or 12.3, and except as otherwise directed by the Owner, the Contractor shall:

.1 stop Work under the Contract on the date and to the extent specified in the notice of termination;

.2 place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

.3 terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;

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.4 at the option of the Owner, assign to the Owner in the manner, at the times and to the extent directed by the Owner, all of the rights in the contracts so terminated, in which case the Owner shall have the right, at his discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

.5 settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, with the approval or ratification of the Owner, to the extent he may require, which approval or ratification shall be final for all the purposes of this Article;

.6 transfer title and deliver to the entity or entities designated by the Owner, in the manner, at the times and to the extent directed by the Owner to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated, the following:

(1) the fabricated or unfabricated parts, Work in process, partially completed supplies and equipment, materials, parts, tools, dies, jigs and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated by the notice of termination; and

(2) the completed or partially completed plans, drawings, information, releases, manuals and other property related to the Work and which, if the Contract had been completed, would have been required to be furnished to the Owner;

.7 use his best efforts to sell, in the manner, at the times, to the extent and at the price or prices directed or authorized by the Owner, any property of the types referred to in Clause 12.5.1.6; provided, however, that the Contractor:

(1) shall not be required to extend credit to any buyer, and

(2) may acquire any such property under the conditions prescribed by and at a price or prices approved by the Owner; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under the Contract or shall otherwise be credited to the Contract Sum covered by the Contract or paid in such other manner as the Owner may direct;

.8 complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

.9 take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to the Contract, which is in the possession of the Contractor, and in which the Owner has or may acquire an interest.

12.5.2 The Contractor shall, from the effective date of termination until the expiration of three (3) years after final settlement under the Contract, preserve and make available to the Owner, at all reasonable times at the office of the Contractor, but without direct charge to the Owner, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the Work terminated hereunder, or, to the extent approved by the Owner, photographs, micro-photographs or other authentic reproductions thereof.

12.5.3 If the termination, pursuant to Paragraph 12.2, be partial, the Contractor may file with the Owner a claim for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this Subparagraph must be asserted within six (6) months from the effective date of the notice of termination.

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12.5.4 The Contractor shall refund to the Owner any amounts paid by the Owner to the Contractor in excess of costs reimbursable under Paragraph 12.4.

12.5.5 The Contractor shall be entitled to only those damages and that relief from termination by the Owner as specifically provided in Article 12.

END OF ARTICLE 12
END OF GENERAL CONDITIONS

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CONTRACTOR'S SALES TAX REPORT
N.C. STATE & LOCAL SALES TAXES PAID

OWNER:_____ **PROJECT:**_____
CONTRACTOR:_____ **FOR PERIOD FROM:** _____
ADDRESS:_____ **TO:** _____

VENDOR TAX WAS PAID TO	MATERIAL PURCHASED	ADDRESS	INVOICE NUMBER	DATE	INVOICE AMOUNT	TAXABLE AMOUNT	N.C. TAX	COUNTY TAX	NAME OF COUNTY
				TOTAL					

I hereby certify that, during the period stated above, all North Carolina sales and use taxes have been paid for the materials, supplies, fixtures, and equipment purchased during that period which have become a part of, or annexed to, a building or structure erected, altered or repaired for the Owner. I further certify that the vendors from whom the property was purchased, the dates and numbers of the invoices covering the purchases, the total amount of the invoices of each vendor, the North Carolina sales and use taxes paid thereon, and the cost of property withdrawn from warehouse stock and North Carolina sales or use taxes paid thereon are as set forth above during the time period noted above.

Sworn to and subscribed before me,

This the_____day of_____, 20_____

Signed:_____

Print Name: _____

_____ Seal
Notary Public

Title:_____

My Commission Expires: _____

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CHANGE PROPOSAL FORM
Time and Material / Unit Price Estimate

Project:	**Proposal #:**
Contract:	**Project #:**
Contractor:	**Contractor #:**

Description of change:

Materials & Labor	**SUBTOTALS**
Estimated cost of labor & materials including shipping, overtime, payroll taxes and insurance, and overhead and profit. Maintain accurate records for billing purposes.	
Unit Price Work	
Estimated quantity of units required less allowance units not used, times the established unit cost. Maintain accurate records for billing purposes. Third party records may be required.	
Equipment Rental	
Estimated cost of equipment rental including shipping, taxes and overhead and profit. Maintain accurate records for billing purposes.	
Subcontractors	
Estimated cost of subcontracts including all subcontractor expenses. Maintain accurate records for billing purposes.	
	Subtotal of Proposal

*** TOTAL NOT TO EXCEED CHANGE PROPOSAL ESTIMATE**_____

Time Extension Requests:____day(s) Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for an amount that shall not exceed the amount stated above and in accordance with the Contract documents if the work is authorized by the Owner. If the price to perform the work is expected to exceed the above stated amount, a new change proposal form for the additional work is required.

* Actual amount paid will be based on actual documented expenses.

Contractor's Signature: _____ **Date:** _____

Approval Recommended by Design Consultant: _____ **Date:** _____

Owner's Representative Approval: _____ **Date:** _____

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CHANGE PROPOSAL FORM

Project: _____ **Proposal #:** _____

Contract: _____ **Project #:** _____

Contractor: _____ **Contractor #:** _____

Description of change:

		SUBTOTALS
Materials (Attach list with Qty, Item, Unit $, Unit mh, Total mh, OT mh, Total $)		
1 Total Direct Cost of Materials		
2 Overhead & Profit on Item 1.		
(15% maximum, includes small tools & consumables)		
3 Sales Tax		
4 Shipping & Transportation		
Labor		
5 Total Manhours: MH @ /hr.		
6 Overhead & Profit on Item 5.		
(15% maximum on straight labor cost, not premium portion)		
(O & P includes supervisor's time)		
7 Payroll Taxes & Insurance %		
Equipment Rental (Include quotes)		
8 Equipment Rental		
9 Overhead & Profit on Item 8 (6% maximum).		
Subcontractors (Include quotes with material & equipment backup)		
10 Subcontractors		
11 Overhead & Profit on Item 10 (6% maximum).		
	Subtotal of Proposal	

TOTAL OF CHANGE PROPOSAL _____

Time Extension Requests: _____ day(s) Schedule Activity # Affected: _____

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: _____ **Date:** _____

Approval Recommended by Design Consultant: _____ **Date:** _____

Owner's Representative Approval: _____ **Date:** _____

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SECTION SC

SUPPLEMENTAL CONDITIONS

GENERAL CONDITIONS

Document GC, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, constitutes the General Conditions of this Contract, and is hereinafter called "General Conditions." The General Conditions are further revised and supplemented by the provisions of these Supplemental Conditions. The General Conditions and the Supplemental Conditions are applicable to all of the Work under this contract and shall apply to the Contractor and all Subcontractors and Sub-subcontractors.

SUPPLEMENTS:

The following supplements modify, change, delete, or add to the General Conditions. Where any article of the General Conditions is modified or any paragraph deleted, subparagraph or clause thereof is modified, or deleted by these supplements, the unaltered provisions of such article, paragraph, subparagraph or clause shall remain in effect. If there is a discrepancy between the General Conditions and these Supplemental Conditions, the Supplemental Conditions shall control.

ARTICLE 3 – CONTRACTOR

ADD THE FOLLOWING TO PARAGRAPH 3.21:

3.21 The Owner's policies are available for review at www.bcswan.net.

ARTICLE 7 – TIME

ADD THE FOLLOWING TO THE END OF THE FIRST PARAGRAPH IN 7.2.1.1:

The Parties agree that the weather station applicable to this Project shall be the one located at Wilmington, NC.

ARTICLE 8 – PAYMENTS AND COMPLETION

ADD THE FOLLOWING TO PARAGRAPH 8.9:

8.9.1 Substantial Completion Liquidated Damages shall be the sum of one thousand dollars ($1000.00) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.1 of the General Conditions.

8.9.2 Final Completion Liquidated Damages shall be the sum of one thousand dollars ($1000.00) per calendar day, and this amount shall be assessed in accordance with Subparagraph 8.9.2 of the General Conditions.

ADD THE FOLLOWING PARAGRAPH 8.11:

8.11.1 The schedule below contains certain specific dates in addition to date of Notice to Proceed and Time for Completion. These dates shall be adhered to and are the last acceptable dates unless modified by mutual agreement between the Contractor and the Owner. All dates indicate midnight unless otherwise stipulated. The only exceptions to this schedule are defined in the General Conditions under Paragraph 7.2 DELAYS AND EXTENSIONS OF TIME.

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Notice of Intent to Award- November 11, 2021
Return of Owner Contractor Agreement by Contractor – November 19, 2021
Substantial Completion – August 20, 2022
Completion of all Commissioning – September 2, 2022

8.11.2 The Owner reserves the right to withhold the issuance of Notice to Proceed by up to forty-five (45) days. For each day that Notice to Proceed is withheld pursuant to this Subparagraph, the dates established for Substantial Completion and Final Completion shall be adjusted. The contractor shall not be entitled to additional compensation if the owner withholds the issuance of Notice to Proceed pursuant to this Subparagraph.

ARTICLE 9 – INSURANCE AND BONDS

ADD THE FOLLOWING TO PARAGRAPH 9.9:

9.9 Separate performance and payment bonds in the total amount of the Contract are required for Contract amounts in excess of $300,000.00.

ARTICLE 10 – CHANGES IN WORK

ADD THE FOLLOWING NEW PARAGRAPH 10.9.14:

10.9.14 Additional services and dispute resolution services by the Design Consultant shall be paid by the Contractor at the rate of two hundred fifty dollars ($250.00) per hour.

ADD THE FOLLOWING NEW PARAGRAPH 10.9.15:

10.9.15 The Owner's Dispute Resolution Policy required by N.C.G.S. § 143-128(f1) is contained in Policy 9020 (www.bcswan.net). The Dispute Resolution Policy is also included in the bid and contract documents.

END OF SUPPLEMENTAL CONDITIONS

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SECTION 00 43 27

MATERIAL PRICE BREAKDOWN FORM

FOR REI ENGINEERS CONTRACT ADMINISTRATION PURPOSES ONLY NOT TO BE INCLUDED IN PUBLIC BID TABULATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Due to extreme volatility in construction material prices, the base bid shall include all materials for the Project and be based upon the material prices listed below that reflect current pricing on the date the bid is submitted. In addition to this Material Cost Breakdown Form, Contractor shall submit with its bid, documentation of the material prices listed below in the form of current quotes or invoices from the manufacturer or supplier. Blank material line items are included below to allow the Contractor to list additional materials not provided in the breakdown that may be necessary for project completion if the Contractor would like to be able to seek an increase in the Contract Sum due to a change in the cost of the materials after bids are submitted. Materials not included in the below form shall not be subject to an increase in the Contract Sum.

Section No.	Material	Quantity Included in Bid	Unit Cost (list units)	Total Cost
07 22 16	Gypsum Substrate / Thermal Barrier	130	48.00	6,240.00
07 22 16	Roof Insulation	130	61.50	7,995.00
07 22 16	Tapered Insulation System	1	22,959.00	22,959.00
07 22 16	Cover Board	112	54.00	6,048.00
07 22 16	Tapered Edge Strip			
07 22 16	Cant Strip			
07 22 16	Steel Deck Mechanical Fasteners and Stress Plates	9	287.81	2,590.29
07 22 16	Foam Adhesive	82	251.59	20,630.38
07 22 16	Primer TA 119	5	203.41	1,017.05

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Section No.	Material	Quantity Included in Bid	Unit Cost (list units)	Total Cost
07 22 16				
07 22 16				
07 31 13	Architectural Shingles	37	80.25	2,969.25
07 31 13	Hip and Ridge Shingles	5	43.00	215.00
07 31 13	Underlayment			
07 31 13	Ice Dam Protection Membrane	18	58.50	1,053.00
07 31 13	Ventilation Components			
07 31 13	Miscellaneous			
07 31 13	Coil Nail	3	31.00	93.00
07 31 13	Stand Alum DE 1.5" F5M Black	60	5.75	345.00
07 52 16	Base Ply Membrane	115	73.37	8,437.55
07 52 16	Surface Ply Membrane	150	77.22	11,583.00
07 52 16	Reinforcing/Stripping Ply			
07 52 16	Flashing/Target Ply	25	95.55	2,388.75
07 52 16	Fluid Applied Flashing	10	271.43	2,714.30
07 52 16	Asphalt Primer	3	83.17	249.51
07 52 16	Solvent Free Adhesive	7	220.12	1,540.84
07 52 16	Utility Roof Cement	10	72.79	727.90
07 52 16	Sealant	6	200.32	1,201.92
07 52 16	Ceramic Granules	40	20.85	834.00

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Section No.	Material	Quantity Included in Bid	Unit Cost (list units)	Total Cost
07 52 16	Reinforcing Fabric	8	79.58	636.64
07 52 16	Walk Pad Material	8	91.96	735.68
07 52 16	Base Flashing Fasteners (Wood)			
07 52 16	Base Flashing Fasteners (Concrete / Masonry)			
07 52 16	Termination Bar			
07 52 16	Elastomeric	5	185.49	927.45
07 52 16				
07 62 00	Pre-finished Aluminum			
07 62 00	.050 inch Mill Finished Aluminum			
07 62 00	Aluminum Alloy Sheet and Plate			
07 62 00	26-gauge Type 304 Stainless Steel			
07 62 00	Roofing Nails			
07 62 00	Screws			
07 62 00	Concrete and Masonry Anchors			
07 62 00	Washers			
07 62 00	Rivets			
07 62 00	Sheet Metal Underlayment	10	87.00	870.00
07 62 00	PVC Flashing			
07 62 00	Compressible Insulation			

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Section No.	Material	Quantity Included in Bid	Unit Cost (list units)	Total Cost
07 62 00	Silicone Sealant			
07 62 00	Sealant Tape			
07 62 00	Butyl Sealant			
07 62 00	Solder			
07 62 00	Flux			
07 62 00				
07 62 00				
07 72 00	Pipe Supports			
07 72 00				
22 14 26	High Flow Retrofit Roof Drain			
22 14 26	Above-grade PVC Piping and Fittings			
22 14 26	Pipe Hangers & Clamps			
22 14 26	Fasteners and Anchors			
22 14 26	Pipe Supports			
22 14 26	Pipe Insulation			
22 14 26				
22 14 26				
	30TG Flashing	14	100.25	1,403.50

END OF SECTION 00 43 27

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 2.

From:
Daralyn Spivey

Clerk to the Board - Meeting Minutes - November 15, 2021

Issue/Action Requested:
Request that the Board of Commissioners approve the Draft Minutes from the November 15, 2021 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approve the Draft Minutes from the November 15, 2021 Regular Meeting.

ATTACHMENTS:

Description

- Regular Meeting Minutes 2021-11-15

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
November 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 David Stanley, Deputy County Manager Haynes Brigman, Deputy County Manager Julie Miller, Finance Director Daralyn Spivey, Clerk to the Board Meagan Kascsak, Communications Director Neal Galloway, IT Raquel Perez, Executive Assistant Lt. Jeff Beck, 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

Commissioner Cooke gave the Invocation and led the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

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

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

IV. PUBLIC COMMENTS

Mr. Cameron Moore spoke regarding the need for the additional requested code enforcement officer that is included on this agenda. The letter he submitted is filed in the Clerk to the Board's office.

V. APPROVAL OF CONSENT AGENDA

Commissioner Sykes moved to approve the Consent Agenda as presented. The motion was seconded by Vice-Chairman Forte and passed unanimously (4 to 0). See individual items for approval status:

1. Clerk to the Board – Meeting Minutes of November 1, 2021 – Approved

The Board of Commissioners approved the Minutes from the November 1, 2021 Regular Meeting.

2. Clerk to the Board – Resolution – Amend Meeting Schedule FY 21-22 – Approved

The Resolution to Amend the FY2021-22 Meeting Schedule reads as follows:

RESOLUTION OF THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS AMENDING THE FY 2020-2021 REGULAR MEETING SCHEDULE

WHEREAS, N.C.G.S. 153A-40, provides for a resolution establishing regular meeting dates of the Board of Commissioners; and

WHEREAS, the FY 2021-2022 Regular Meeting Schedule was established by resolution of the Board of Commissioners on January 15, 2021; and

WHEREAS, the Board of Commissioners desires to remove the February 7, 2022 regular meeting from the FY 2021-2022 Regular Meeting Schedule; and

NOW, THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners' does hereby amend the FY 2021-2022 meeting schedule to remove the February 7, 2022 meeting.

REGULAR MEETING SCHEDULE

July 6, 2021 at 3:00 p.m.
August 2, 2021 at 3:00 p.m.
August 16, 2021 at 6:00 p.m.
September 7, 2021 at 3:00 p.m.
September 20, 2021 at 6:00 p.m.
October 4, 2021 at 3:00 p.m.
October 18, 2021 at 6:00 p.m.
November 1, 2021 at 3:00 p.m.
November 15, 2021 at 6:00 p.m.
December 6, 2021 at 3:00 p.m.
January 18, 2022 at 6:00 p.m
February 21, 2022 at 6:00 p.m.
March 7, 2022 at 3:00 p.m.
March 21, 2021 at 6:00 p.m.
April 4, 2022 at 3:00 p.m.
April 18, 2022 at 6:00 p.m.
May 2, 2022 at 3:00 p.m.
May 16, 2022 at 6:00 p.m.
June 6, 2022 at 3:00 p.m.
June 20, 2022 at 6:00p.m.

Adopted this the 15th day of November, 2021.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

3. Clerk to the Board – Revised County Budget Calenda FY 2022-2023 - Approved

The Board of Commissioners approved the revised Budget Calendar as presented.

4. County Attorney – Bluffs on the Cape Fear, Ph 4A Lots 458-471 Deed of Dedication - Approved

The Board of Commissioners accepted the Deed of Dedication for water and sewer infrastructure for Bluffs on the Cape Fear, Phase 4A, Lots 458-471.

5. County Attorney – Roger Bacon Academy Deed of Dedication - Approved

The Board of Commissioners accepted the Deed of Dedication for water infrastructure for Roger Bacon Academy, Leland.

6. County Attorney – South Brunswick Charter School Deed of Dedication - Approved

The Board of Commissioners accepted the Deed of Dedication for water infrastructure for South Brunswick Charter School.

7. County Attorney – Windsor Pines at Windsor Park Section 16, Water Deed of Dedication - Approved

The Board of Commissioners accepted the Deed of Dedication for water infrastructure for Windsor Pines at Windsor Park Section 16.

8. Finance - Fiscal Items - Approved

The Board of Commissioners approved the following Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature:

- **Water Tap Connections Budget Amendment**
  Appropriate Tap and Connection revenues of $972,500 to ensure adequate inventory to meet the demand for new services and repairs.

- **Financial Reports for October 2021 (unaudited)**
  Included are Summary Information *(Page 1)* for General and Enterprise Funds, Key indicators of Revenue and Expenditures *(Pages 30-38)* and Cash and Investments *(Page28)*. All of the required reports are provided at: http://brunswickcountync.gov/finance/reports

9. FY23-FY27 Strategic Plan Goals and Objectives Overview – Approved

The Board of Commissioners reviewed the proposed updates to the draft FY23-27 Strategic Plan based on discussions during the Nov. 1, 2021, regular meeting and adopted the final draft of the plan as presented.

10. Operations Services – Landfill Waiver for Derelict Vessels – Approved

The Board of Commissioners approved the landfill waiver for the disposal of two (2) derelict vessels near Holden Beach and associated budget amendment.

11. Sheriff's Office – GHSP Region 3 LEL Position Grant – Approved

The Board of Commissioners approved the below Resolution to authorize the receipt of a Governor Highway Safety Program grant, which will allow for the reimbursement of travel and equipment expenses in the amount of $25,000 with no county match. The grant supports GHSP's Region 3 Law Enforcement Liaison position; a Sheriff's Office member was recently appointed to that position. The Resolution reads as follows:

North Carolina Governor's Highway Safety Program
LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Brunswick County Sheriff's Office (herein called the "Agency") has completed an application contract for traffic safety funding; and that Brunswick County Board of Commissioners (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED by the Brunswick County Board of Commissioners in open meeting assembled in the city of Boliva, North Carolina, this 15th day of November, 2021, as follows:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and

2. That is authorized to file, on behalf of the Governing (Name and Title of Representative) Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of $25,000 to be made to the Governing Body to assist in defraying (Federal Dollar Request) the cost of the project described in the contract application; and

3. That the Governing Body has formally appropriated the cash contribution of $0 as required by the project contract; and

4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and

5. That certified copies of this resolution be included as part of the contract referenced above; and

6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by Chairman Randy Thompson

ATTESTED BY Daralyn Spivey, Clerk to the Board

12. **Tax Admin – November 2021 Releases – Approved**
The Board of Commissioners approved the November 2021 releases.

13. **Tax Admin – November 2021 MV Discovery, Valuation and Levy for October 2021 – Approved**
The Board of Commissioners approved the November 2021 motor vehicle valuation and levy discoveries created in October 2021.

VI. PRESENTATION

1. **Engineering – Courthouse Addition and Renovation – Big Sky Interior Design Furniture Presentation and Funding Request**
The Board of Commissioners received a courthouse furniture project update from John Sawyer, AIA, of Sawyer Sherwood Architects and Jennifer Kraner of Big Sky Interior Design. Commissioner Sykes made the motion to allocate funding in the amount of $991,102 for new furniture for the courthouse. The motion was seconded by Vice-Chairman Forte with all in favor (4 to 0).

2. **Human Resources – Presentation – Classification and Total Compensation Study Overview from Piedmont Triad Regional Council**
The Board of Commissioners received a presentation from David Hill, Piedmont Triad Regional Council, regarding the Classification and Total Compensation Study project.

VII. ADMINISTRATIVE REPORT

1. **Administration Initial Resolution Brunswick Limited Obligation Bonds**
The Board of Commissioners approved the below Initial Resolution and the engagement of Parker Poe as Bond Counsel and Robert W. Baird & Co., Incorporated to serve as the managing underwriter and/or placement agent for the Brunswick County 2022 Limited Obligation Bonds, Refunding Series 2012 LOBS and call a Public Hearing for December 6, 2021. Commissioner Cooke made the motion to approve the request. The motion was seconded by Commissioner Sykes with all in favor (4 to 0). The Resolution reads as follows:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO

WHEREAS, the County of Brunswick, North Carolina (the "County") is a validly existing political subdivision of the State of North Carolina, existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the "State");

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the County has previously entered into an Installment Financing Contract between Brunswick County Leasing Corporation and the County dated as of March 15, 2012 (the "2012 Contract"), the proceeds of which were used

to refinance prior contracts which had financed

(1) the acquisition, construction, equipping and furnishing of a new County Law Enforcement/Detention Center,

(2) renovations and additions to Bolivia Elementary, Union Elementary and South Brunswick Middle Schools

(3) acquisition of land for, construction, furnishing and equipping of Town Creek Elementary School and

(4) acquisition of land for, construction, furnishing and equipping of Cedar Grove Middle School (collectively, the "Projects");

WHEREAS, the County has been advised that it may be advantageous to refinance the 2012 Contract to achieve debt service savings;

WHEREAS, the Board hereby determines that it is in the best interest of the County to enter into an amendment to the 2012 Contract (the "Amendment") in order to obtain sufficient funds to refinance the 2012 Contract, secured by an existing deed of trust and security agreement dated as of March 15, 2012 (the "2012 Deed of Trust") that granted a security interest in the real property on which Town Creek Elementary School and Cedar Grove Middle School are located;

WHEREAS, the County hereby determines that the Projects are essential to the County's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the Projects provide an essential use and perm it the County to carry out public functions that it is authorized by law to perform and that entering into the Amendment is necessary and expedient for the County by virtue of the findings presented herein;

WHEREAS, the County hereby determines that the Amendment allows the County to refinance the 2012 Contract at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the County;

WHEREAS, the County hereby determines that the estimated cost of refinancing the 2012 Contract is an amount not to exceed $11,500,000 and that such cost exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the County in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of refinancing the 2012 Contract pursuant to the Amendment is expected to exceed the cost pursuant to a bond financing for the same undertaking, the County hereby determines that the cost of refinancing the 2012 Contract pursuant to the Amendment and the obligations of the County thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of refinancing the 2012 Contract; and (3) insufficient revenues are produced by the Projects so as to permit a revenue bond financing;

WHEREAS, the County has determined and hereby determines that the estimated cost of refinancing the 2012 Contract pursuant to the Amendment reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the increase in taxes, if any, necessary to meet the sums to fall

due under the Amendment will not be excessive;

WHEREAS, Parker Poe Adams & Bernstein LLP, as special counsel ("Special Counsel"), will render an opinion to the effect that entering into the Amendment and the transactions contemplated thereby are authorized by law;

WHEREAS, no deficiency judgment may be rendered against the County in any action for its breach of the Amendment, and the taxing power of the County is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Amendment;

WHEREAS, the County is not in default under any of its debt service obligations;

WHEREAS, the County's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the County has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget ordinance;

WHEREAS, past audit reports of the County indicate that its debt management and contract obligation payment policies have been carried out in strict compliance with the law, and the County has not been censured by the North Carolina Local Government Commission (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the Amendment after publication of a notice with respect to such public hearing must be held and approval of the LGC with respect to entering the Amendment must be received.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Brunswick, North Carolina, as follows:

Section I. Authorization to Negotiate. That the County Manager and the Director of Fiscal Operations, with advice from the County Attorney and Special Counsel, are hereby authorized and directed to solicit proposals from financial institutions to refinance the 2012 Contract and proceed and negotiate on behalf of the County for such purposes for a principal amount not to exceed $11,500,000 under the Amendment to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina.

Section 2. Application to LGC. That the Director of Fiscal Operations or her designee is hereby directed to file with the LGC an application for its approval of the Amendment and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state such application such facts and to attach thereto such exhibits regarding the County and its financial condition as the LGC may require.

Section 3. Direction to Retain Special Counsel and Placement Agent. That the County Manager and the Director of Fiscal Operations, with advice from the County Attorney, are hereby authorized and directed to retain the assistance of Parker Poe Adams & Bernstein LLP, Raleigh, North Carolina, as special counsel ("Special Counsel") and Robert W. Baird & Co., Incorporated, Winston-Salem, North Carolina, as placement agent.

Section 4. Public Hearing. That a public hearing (the "Public Hearing") shall be conducted by the Board of Commissioners on December 6, 2021, at 3:00 p.m. in the Commissioners' Chambers, the David R. Sandifer Administration Building, 30 Government Center Drive NE, Bolivia, North Carolina,

concerning the Amendment, the proposed refinancing of the Projects and any other transactions contemplated therein and associated therewith.

Section 5. Notice of Public Hearing. That the Clerk to the Board is hereby directed to cause a notice of the Public Hearing, in the form attached hereto as Exhibit A, to be published in a qualified newspaper of general circulation within the County no fewer than 10 days prior to the Public Hearing.

Section 6. Repealer. That all motion, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 7. Effective Date. That this Resolution is effective on the date of its adoption.

_____
Randy Thompson, Chair
Board of Commissioners

ATTEST

_____
Daralyn Spivey
Clerk to the Board

2. Clerk to the Board – Manager Recognition – Member of the Year NCBIWA
The Board of Commissioners acknowledged and congratulated Mr. Woodruff for his receipt of the "Member of the Year Award" during his tenure of service as the NCBIWA Chairman.

3. Clerk to the Board – Resolution in Support of Individual Freedom Over Personal Vaccination Status
Commissioner Cooke made the motion to adopt the Resolution with Commissioner Sykes seconding and all in favor (4 to 0). The Resolution reads as follows:

BRUNSWICK COUNTY RESOLUTION IN SUPPORT OF INDIVIDUAL FREEDOM OVER PERSONAL VACCINATION STATUS

WHEREAS, the freedom to make personal health choices is one of the most fundamental human rights protected under the Bill of Rights of the United States Constitution; and

WHEREAS, informed consent is the bedrock of ethical practice in medicine, consisting of three essential elements: access to complete information, patient comprehension, and voluntariness; and

WHEREAS, an alarming number of private and government entities across the United States and around the world are mandating COVID-19 vaccination, coupled with punitive restrictions on freedom, commerce, employment and medical care for non-compliance; and

WHEREAS, there are various reasons why Americans choose not to be vaccinated, including, but not limited to established medical conditions, previous infection and recovery, preference for therapeutics; robust immune systems; prevention of potential adverse events; religious beliefs; intolerance to vaccine ingredients; previous anaphylactic and other reactions; and

WHEREAS, during the 2021 legislative session House Bill 572, “No Vaccine Mandate by EO, Rule, or Agency” passed the house; and

WHEREAS, during the 2021 legislative session House Bill 686, “An Act Prohibiting State and Local Government Retribution Regarding Refusal of Vaccines” is currently in committee;

WHEREAS, on September 9, 2021, despite his promise to the contrary, President Biden enacted a sweeping order mandating vaccinations and/or testing requirements for businesses with over 100 employees; and

WHEREAS, we firmly oppose President Biden's over reach of the vaccine mandate; and

NOW, THEREFORE, the Brunswick County Board of Commissioners upholds the United States Constitution and fully supports the individual freedom to choose whether to be vaccinated or unvaccinated. We recognize the historical efficacy of proven vaccines in public health, but rejects policies of mandatory vaccination, regardless of FDA approval and rejects proposals for statewide, nationwide, or global "vaccine passports," "health passes" or similar policies. We thank and support North Carolina legislators, local government officials and other elected officials for their continued efforts to ensure that the individual freedom to be vaccinated or unvaccinated without penalty or discrimination is fully protected.

Adopted this, the 15th day of November 2021.

_____
Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

4. Code Administration – Appropriation of Revenue for Three (3) Multi-Trade Inspectors and Associated Vehicles/Equipment
The Board of Commissioners changed the request to include a fourth (4) multi-trade inspector and associated vehicles and equipment which includes item 5 below. Commissioner Cooke made the motion with Chairman Thompson seconding and all in favor (4 to 0).

5. Code Administration – Appropriation of Revenue for One (1) Vehicle for Code Administration Department
The Board of Commissioners approved the request, see above reference. Vice-Chairman Forte made the motion with Commissioner Sykes seconding with all in favor (4 to 0).

6. EMS – Motorola Radio Purchase
The Board of Commissioners heard a request to purchase twenty-four (24) Motorola radios and associated accessories for Emergency Services. Vice-Chairman Forte made the motion to approve the request with Commissioner Sykes seconding and all in favor (4 to 0).

7. EMS – Northwestern Emergency Vehicles Ambulance Purchase
The Board of Commissioners heard a request to purchase two ambulances from Northwestern Emergency Vehicles under the North Carolina Sheriff's Association NCSA Bid 21-01-0608R for $268,477.59 per unit for a total of $536,955.18. Commissioner Cooke made the motion to approve the request with Commissioner Sykes seconding with all in favor (4 to 0).

8. Planning – Habitat for Humanity Updated Agreement and Reimbursement
The Board of Commissioners heard a request to approve an updated agency funding agreement, subject to review and approval of the County Attorney, with Brunswick County Habitat for Humanity, and to consider reimbursing permit fees totaling $3,682.29 for permits completed in 2020 and 2021. Commissioner Sykes made the motion to approve with Commissioner Cooke seconding and all in favor (4 to 0).

9. Utilities – Agreement with State Utility Contractors, Inc.

Requested the Board of Commissioners ratify the decision to proceed with the repair of the 48" raw water line, appropriated funds not to exceed $2,846,000 and authorize the County Manager to execute an agreement with State Utility Contractors, Inc., contingent on the County Attorney's review and approval of the agreement. Commissioner Sykes made the motion with Commissioner Cooke seconding and all in favor (4 to 0).

10. Utilities McKim and Creed Task Order #1

Request that the Board of Commissioners approve a budget amendment and authorize the Chairman and Clerk to the Board to execute the Task Order #1 with McKim & Creed, P.A. in an amount not to exceed $40,000 for engineering services associated with the On-Call Engineering Contract Task Order No. 1. Vice-Chairman Forte made the motion with Commissioner Sykes seconding and all in favor (4 to 0).

11. Utilities – Northeast Regional WWTP Expansion Change Order

Request that the Board of Commissioners approve Final Adjusting Change Order No. 1 with TA Loving Co. for construction of the Northeast Brunswick Regional Wastewater System Force Main Improvements Contract 2 – East Project. The change order is deductive in the amount of $202,220.17. This decreases the contract value from $3,025,400.00 to $2,822,779.83. Commissioner Sykes made the motion to approve the request with Commissioner Cooke seconding and all in favor (4 to 0).

12. Utilities – Resolution to Accept CWSRF

Request that the Board of Commissioners approve a resolution to accept the loan offer and associated assurances to secure $2,852,818 in North Carolina Department of Environmental Quality Clean Water State Revolving funding for the repair and rehabilitation of the Town of Navassa wastewater system; and to authorize the County Manager to furnish such information as the appropriate State agency may request in connection with the acceptance of funding. Vice-Chairman Forte made the motion to adopt the Resolution with Commissioner Sykes seconding and all in favor (4 to 0). The Resolution reads as follows:

RESOLUTION TO ACCEPT NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY CLEAN WATER STATE REVOLVING FUND AWARD

WHEREAS, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a Clean Water State Revolving Fund in the amount of $2,852,818.00 for the repair and rehabilitation of the Town of Navassa drinking water system, hereafter referred to as the "Project"; and

WHEREAS, Brunswick County intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Brunswick County:

1) That Brunswick County does hereby accept the CWSRF loan offer in the amount of $2,852,818.00; and

2) That Brunswick County does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of a CWSRF principal forgiveness loan; and

3) That Randell Woodruff, County Manager, as the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

4) That Brunswick County has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

ADOPTED this the 15th day of November, 2021

_____

Randy Thompson, Chairman
Brunswick County Board of Commissioners

VIII. BOARD APPOINTMENTS

1. Clerk to the Board – Lower Cape Fear Water and Sewer Authority Board of Directors

The Board of Commissioners, with Vice-Chairman Forte making the motion and Commissioner Cooke seconding, appointed Mr. Scott Phillips to the Lower Cape Fear Water and Sewer Authority Board of Directors to complete the three (3) year term vacated by William A. Milliken Jr. expiring June 30, 2023. All in favor (4 to 0).

IX. OTHER BUSINESS/INFORMAL DISCUSSION

There was no other business or informal discussions from the Board.

X. CLOSED SESSION

The Board of Commissioner entered into closed session pursuant to G.S. § 143-318.11(a)(1) to approve closed session minutes, G.S. § 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege, and G.S. § 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

Mr. Shaver noted the above statutory requirements and that these were noted in the agenda.

Commissioner Cooke made the motion to enter Closed Session with Commissioner Sykes seconding and all in favor (4 to 0).

Chairman Thompson called the Regular Session to order at 8:30 p.m. There were no items to report from Closed Session.

X. ADJOURNMENT

Commissioner Sykes made the motion to recess the meeting to reconvene at 8:15 a.m. on Thursday, November 18, 2021 to meet in Closed Session citing NC GS 143-318.11(a)(6). The motion was seconded by Commissioner Cooke and passed unanimously (4 to 0).

November 18, 2021 8:15 a.m.

Chairman Thompson called the recessed meeting of November 15, 2021 to order.

Commissioner Williams made the motion to enter into closed session citing NC GS 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public

officer or employee or prospective public officer or employee. Commissioner Cooke seconded with all in favor (5 to 0).

Chairman Thompson called the Regular Meeting to order at 4:25 p.m. There were no items to report from Closed Session.

Commissioner Williams made the motion to adjourn at 4:26 p.m. Commissioner Sykes seconding with all in favor (4 to 0) and Commissioner Cooke being excused at 4:04 p.m.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

Attest:

_____
Daralyn Spivey, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 3.

From:
Bryan W. Batton, Asst. County Attorney

County Attorney - Deed Of Dedication--Campbell's Ridge, Phase 3

Issue/Action Requested:
Consider accepting the Deed of Dedication for water infrastructure in Campbell's Ridge, Phase 3.

Background/Purpose of Request:
Bill Clark Homes of Wilmington, LLC has submitted a Deed of Dedication for water infrastructure in Campbell"s Ridge, Phase 3. 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
$ 76,307.00 for water

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board consider accepting the Deed of Dedication for water infrastructure in Campbell's Ridge, Phase 3.

ATTACHMENTS:

Description

- Deed of Dedication Campbell's Ridge Phase 3 Water

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 Campbell's Ridge, Phase 3 as described on a plat recorded in Map Cabinet 131 at pages 65-66, (hereinafter collectively "the Development");

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

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

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

NOW, THEREFORE, Developer, in consideration of Grantee accepting said water and lines and making water 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 equipment located under, along and within the property described as CAMPBELL'S RIDGE, PHASE 3, as the same appears on a plat thereof recorded in Map Cabinet 131 at pages 65-66 of the Brunswick County Registry and as shown on the Exhibit Map prepared by Paramount dated 6/28/21 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 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 lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

And Developer does hereby covenant that it is seized of said water 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: October 21, 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

_____
Randy Thompson, Chairman

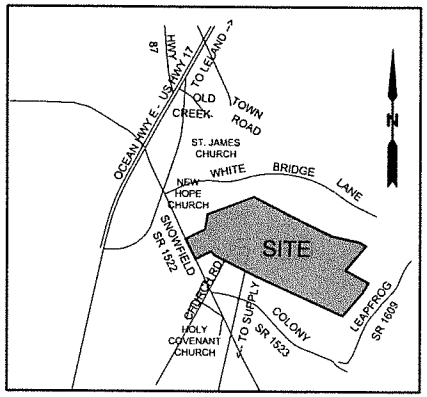
_____
Daralyn Spivey
Clerk to the Board

CAMPBELL'S RIDGE SUBDIVISION
WATER RECORD DRAWING
PHASE III - LOTS 18-29 & 49-61

BRUNSWICK COUNTY, NC
JUNE 2021

PREPARED FOR:
BILL CLARK HOMES OF WILMINGTON, LLC
127 Racine Drive, Suite 201
Wilmington, NC 28403

Bill Clark Homes
Building. Family. Traditions.



VICINITY MAP
NOT TO SCALE

WATER QUANTITIES - PHASE I	
MATERIAL	QUANTITY
8" C900 PVC-TOTAL	670 LF
6" C900 PVC-TOTAL	1,845 LF
HYDRANT ASSEMBLIES	3 EA
WATER SERVICES	33 EA (33 LOTS)

WATER QUANTITIES - PHASE 2	
MATERIAL	QUANTITY
8" C900 PVC-TOTAL	0 LF
6" C900 PVC-TOTAL	1,500 LF
HYDRANT ASSEMBLIES	2 EA
WATER SERVICES	27 EA (27 LOTS)

WATER QUANTITIES - PHASE 3	
MATERIAL	QUANTITY
8" C900 PVC-TOTAL	0 LF
6" C900 PVC-TOTAL	1,340 LF
HYDRANT ASSEMBLIES	1 EA
WATER SERVICES	25 EA (25 LOTS)

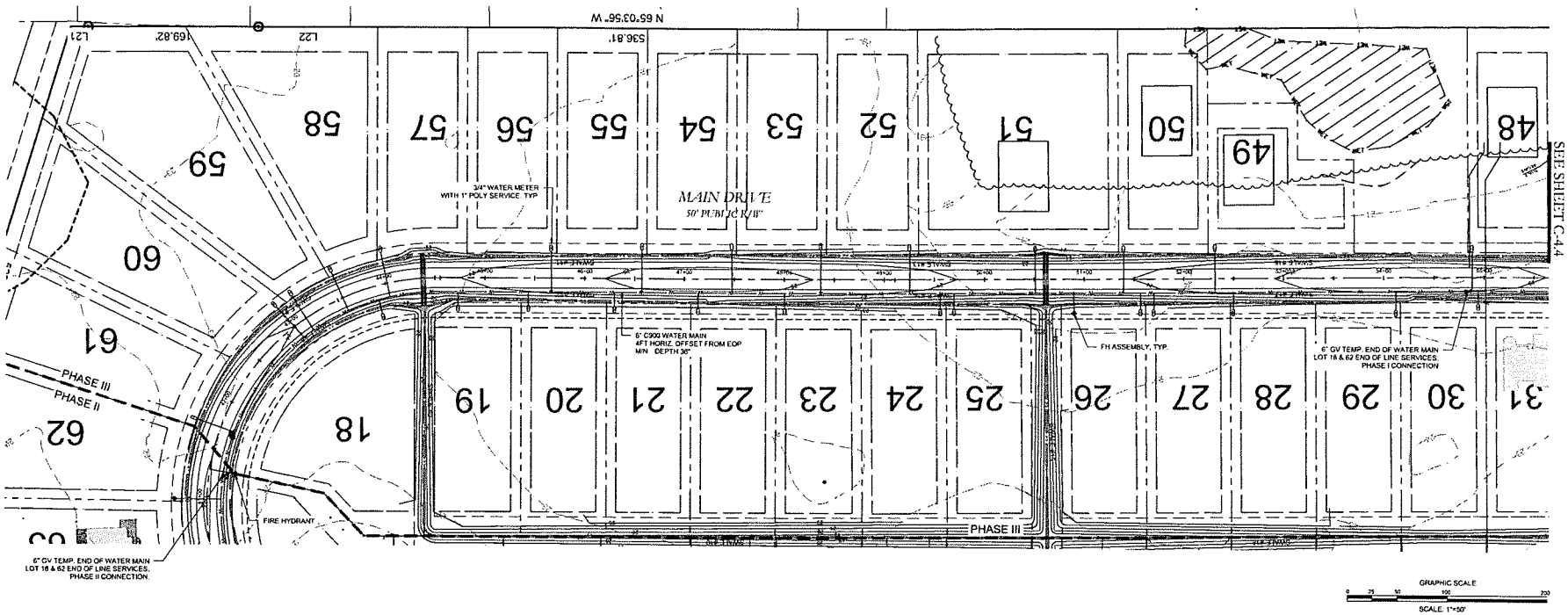
AS-BUILT SHEET INDEX	
SHEET NUMBER	SHEET TITLE
AB-0.0	COVER SHEET
~~AB-4.0~~	~~UTILITY PLAN AND PROFILE INDEX~~
~~AB-4.1~~	~~MAIN DRIVE - STA. 10+00 - 26+00~~
~~AB-4.2~~	~~MAIN DRIVE - STA. 25+00 - 40+00~~
AB-4.3	MAIN DRIVE - STA. 37+50 - 49+00
~~AB-4.4~~	~~MAIN DRIVE - STA. 65+00 - 84+37~~

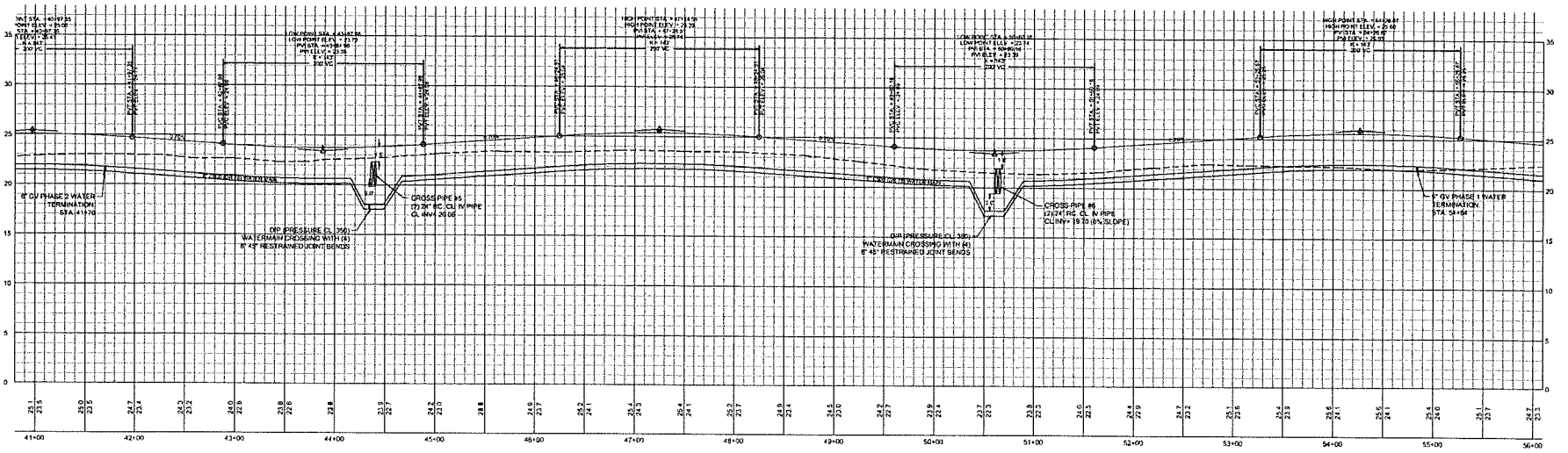
NORTH CAROLINA PROFESSIONAL SEAL 034334 ENGINEER MIKEL BRANCH SMITH

PREPARED BY:
PARAMOUNTE ENGINEERING, INC
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6707 (O) (910) 791-6707 (F)
PROJECT # 16309.PE

RECORD DRAWING - PARTIAL WATER

Exhibit A





REVISIONS / STATUS

CLIENT INFORMATION

BILL CLARK HOMES
127 Racine Drive, Suite 201
Wilmington, NC 28403

PARAMOUNTE ENGINEERING, INC.
122 Cinema Drive
Wilmington, North Carolina 28403
(910) 791-6200 - (O) (910) 791-6760 (F)
NC License #: C-2946

MAIN DRIVE (STA. 37+50 - STA. 49+00)
Campbell's Ridge Drive

CAMPBELL'S RIDGE SUBDIVISION
112 SNOWFIELD RD SE
TOWN CREEK, BRUNSWICK CO., NC

PROJECT STATUS
DRAWING INFORMATION

SEAL
NORTH CAROLINA PROFESSIONAL SEAL 034334 ENGINEER JAMES BRANCH SMITH

AB-4.3

PEI JOB# 16331.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 deposes and says under oath as follows:

1. That it is the owner of certain property located in Winnabow, Brunswick County, North Carolina, known as CAMPBELL'S RIDGE, PHASE 3, as more particularly described in Deed of Dedication in favor of Brunswick County of even date herewith.

2. That it has caused to be installed water distribution lines under and along the road right-of-ways property hereinafter described and referenced:

> BEING all of CAMPBELL'S RIDGE, PHASE 3, as the same appears on a plat thereof recorded in Map Cabinet 131 at pages 65-66 of the Brunswick County Registry.

3. All the work which has been performed in the construction and installation of said water distribution lines described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for 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 installed therein which would in any way jeopardize title to the subdivision or the water distribution 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.

Tracy Sholders
Notary Public

Date: October 21, 2021

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
December 6, 2021

Action Item # VII. - 4.

From:
Emergency Services - Lyle Johnston

Emergency Services - Ambulance Franchise Agreement Columbus County EMS, Inc.

Issue/Action Requested:
Emergency Services request Board of Commissioners approval on the annual ambulance franchise agreement with Columbus County EMS, Inc.

Background/Purpose of Request:
Each ambulance provider within Brunswick County is required to sign an annual franchise agreement each year. We are requesting approval of the ambulance franchise between Brunswick County and Columbus County EMS, INC.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approval on the annual ambulance franchise agreement with Columbus County EMS, Inc.

ATTACHMENTS:

Description

- 2021_COLUMBUS_COUNTY_EMS_INC_FY_21-22 (1).pdf

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

FRANCHISE AND AGREEMENT

THIS FRANCHISE AND AGREEMENT is made and entered into this 1st day of July, 2021, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic, hereinafter called "COUNTY," and **COLUMBUS COUNTY EMERGENCY MEDICAL SERVICES, INC.**, a North Carolina for profit corporation, hereinafter called "PROVIDER."

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts and to franchise ambulance services; and

WHEREAS, Brunswick County Code of Ordinances, Chapter 1-9, Public Health and Safety, Article II, Ambulances, hereinafter called the "Franchise Ordinance," regulates the operation and franchising of ambulance services within Brunswick County; and

WHEREAS, N.C.G.S. Chapter 55 authorizes corporations to make contracts and to have and exercise all powers necessary and convenient to effect any or all of the purposes for which the corporation is organized; and

WHEREAS, the parties hereto seek to provide ambulance services and/or special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish ambulance service, and the general power and authority of COUNTY to provide paramedic ambulance service for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF FRANCHISE

COUNTY hereby grants to PROVIDER, the right, privilege and franchise to operate a non-emergency ambulance service within the franchise area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the Franchise Ordinance.

2
TERM OF FRANCHISE; TERMINATION

COUNTY grants this franchise for a term commencing upon execution of this Franchise and Agreement and terminating at midnight on June 30, 2022. This grant of franchise shall be subject

to suspension, revocation, or termination as set forth in the Franchise Ordinance. Either party may terminate the franchise upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to maintain State of North Carolina Ambulance Provider License.

B. PROVIDER agrees to furnish and provide continuing ambulance service to all areas lying within its designated response territorial limits, upon proper notification by any resident, property owner, other person, or agency.

C. PROVIDER, in providing said ambulance or rescue services, shall use its own means and methods, within standards recognized by federal, state and local authorities and agencies, which means and methods shall not be subject, except as herein below set forth, to further control, direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of its ambulance service shall be subject to the protocols and policies as established by the Brunswick County Medical Director and the Brunswick County EMS System Plan.

D. All ambulance service equipment, special rescue equipment, and personnel necessary and proper for the performance of this Franchise and Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in ambulance transport services pursuant to the provisions of this Franchise and Agreement shall be subject to the exclusive control, direction and supervision, of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such ambulance services imposed by the provisions of this Franchise and Agreement upon PROVIDER in furnishing ambulance service to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for ambulance services or special rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification by an appropriate requesting agency (i.e., COUNTY or other Brunswick County Rescue Squad), PROVIDER, through its Emergency Medical Services department or Rescue Squad, upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to

assist the requesting agency. Procedures for communicating the need of ambulance service or special rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however, every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition, it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death of or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damage to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to the EMS and/or rescue operations, or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Franchise and Agreement, and PROVIDER shall also assume all costs involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of costs for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER, shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Franchise and Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER, shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Franchise and Agreement.

6
TERM OF AGREEMENT

This Franchise and Agreement shall commence upon execution and shall extend for a term ending on June 30, 2022.

7
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.

8
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 Franchise and Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Franchise and Agreement.

9
NON-DISRIMINATION 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 Franchise and Agreement may be cancelled, terminated or suspended in whole or in part by COUNTY, and PROVIDER may be declared ineligible for further agreements with COUNTY.

10
COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, PROVIDER understands that it is a requirement of this Franchise and 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.

11
GOVERNING LAW AND VENUE

This Franchise and 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 Franchise and 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.

12
DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Franchise and 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.

13
GOVERNMENTAL IMMUNITY

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

14
SIGNATURES

This Franchise and Agreement and any amendments or modifications thereto, 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 Franchise and 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 Franchise and Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, COUNTY has caused this Franchise and Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Franchise and Agreement to be executed in its name by its proper officers and its Corporate Seal to be affixed hereto, all by authority duly given by its Board of Directors.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

(SEAL)

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

Julie A. Miller, Director of f Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Franchise and Agreement to be executed in its name by its Chief Operating Officer and/or Chairman of the Board (if applicable), by authority duly given by the Board of Directors of **COLUMBUS COUNTY EMERGENCY MEDICAL SERVICES, INC.**

COLUMBUS COUNTY EMERGENCY MEDICAL SERVICES, INC:

By: Raven S. Williams
Columbus County EMS, Inc.

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he/she is the Chief Operating Officer and/or Chairman of the Board of Directors of **COLUMBUS COUNTY EMERGENCY MEDICAL SERVICES, INC,** and that by authority duly given and to act as Chief Operating Officer and/or Chairman of the Board, the foregoing instrument was signed in its name by its Chief Operating Officer and/or Chairman.

WITNESS my hand and official seal, this 6th day of October, 2021.

Pauline Graham Rouse
Notary Public

My Commission Expires: 8.9.2022

(SEAL)

PAULINE GRAHAM ROUSE NOTARY PUBLIC COLUMBUS COUNTY, NC

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 5.

From: Emergency Services - Ambulance Franchise for Med1 NC
Emergency Services - Lyle Johnston

Issue/Action Requested:
Emergency Services request Board of Commissioners approval of the annual ambulance franchise agreement with Med 1 NC Transport Service.

Background/Purpose of Request:
Each ambulance franchise within Brunswick County is required to sign an annual franchise agreement with Brunswick County. Emergency Services is requesting approval for the franchise agreement between Brunswick County and Med 1 NC Transport Service.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approval of the annual ambulance franchise agreement with Med 1 NC Transport Service.

ATTACHMENTS:

Description

- 2021_Med_1_NC_Services_LLC_Transport-Private_FY_21-22 (1).pdf

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

FRANCHISE AND AGREEMENT

THIS FRANCHISE AND AGREEMENT is made and entered into this 1st day of July, 2021, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic, hereinafter called "COUNTY," and **MED1 NC SERVICES LLC**, a Georgia limited liability company, hereinafter called "PROVIDER.:

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts and to franchise ambulance services; and

WHEREAS, Brunswick County Code of Ordinances, Chapter 1-9, Public Health and Safety, Article II, Ambulances, hereinafter called the "Franchise Ordinance," regulates the operation and franchising of ambulance services within Brunswick County; and

WHEREAS, MED1 NC Services LLC is a limited liability company organized and existing under the laws of the state of Georgia; and

WHEREAS, the parties hereto seek to provide ambulance services and/or special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish ambulance services, and the general power and authority of COUNTY to provide paramedic ambulance services for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF FRANCHISE

COUNTY hereby grants to PROVIDER, the right, privilege and franchise to operate a non-emergency ambulance service within the franchise area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the Franchise Ordinance.

2
TERM OF FRANCHISE; TERMINATION

COUNTY grants this franchise for a term commencing upon execution of this Franchise and Agreement and terminating at midnight on June 30, 2022. This grant of franchise shall be subject

to suspension, revocation, or termination as set forth in the Franchise Ordinance. Either party may terminate the franchise upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to maintain State of North Carolina Ambulance Provider License.

B. PROVIDER agrees to furnish and provide continuing ambulance service to all areas lying within its designated response territorial limits, upon proper notification by any resident, property owner, other person, or agency.

C. PROVIDER, in providing said ambulance or rescue services, shall use its own means and methods, within standards recognized by federal, state and local authorities and agencies, which means and methods shall not be subject, except as herein below set forth, to further control, direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of its ambulance service shall be subject to the protocols and policies as established by the Brunswick County Medical Director and the Brunswick County EMS System Plan.

D. All ambulance service equipment, special rescue equipment, and personnel necessary and proper for the performance of this Franchise and Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in ambulance transport services pursuant to the provisions of this Franchise and Agreement shall be subject to the exclusive control, direction and supervision, of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such ambulance services imposed by the provisions of this Franchise and Agreement upon PROVIDER in furnishing ambulance service to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for ambulance services or special rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification by an appropriate requesting agency (i.e., COUNTY or other Brunswick County Rescue Squad), PROVIDER, through its Emergency Medical Services department or Rescue Squad, upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to

assist the requesting agency. Procedures for communicating the need of ambulance service or special rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however, every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition, it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death of or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damage to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to the EMS and/or rescue operations, or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Franchise and Agreement, and PROVIDER shall also assume all costs involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of costs for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER, shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Franchise and Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER, shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Franchise and Agreement.

6
TERM OF AGREEMENT

This Franchise and Agreement shall commence upon execution and shall extend for a term ending on June 30, 2022.

7
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.

8
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 Franchise and Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Franchise and Agreement.

9
NON-DISRIMINATION 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 Franchise and Agreement may be cancelled, terminated or suspended in whole or in part by COUNTY, and PROVIDER may be declared ineligible for further agreements with COUNTY.

10
COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, PROVIDER understands that it is a requirement of this Franchise and 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.

11
GOVERNING LAW AND VENUE

This Franchise and 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 Franchise and 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.

12
DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Franchise and 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.

13
GOVERNMENTAL IMMUNITY

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

14
SIGNATURES

This Franchise and Agreement and any amendments or modifications thereto, 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 Franchise and 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 Franchise and Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, COUNTY has caused this Franchise and Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Franchise and Agreement to be executed in its name by its proper officers and its Corporate Seal to be affixed hereto, all by authority duly given by its Board of Directors.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

(SEAL)

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

Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Franchise and Agreement to be executed in its name by its Chief Operating Officer and/or Chairman of the Board (if applicable), by authority duly given by the Board of Directors of **MED1 NC SERVICES LLC.**

MED1 NC SERVICES LLC

By: Tiffany Skimmiehorn

Tiffany Skimmiehorn

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that Tiffany Skimmiehorn personally came before me this day and acknowledged that he/she is the Chief Operating Officer and/or Chairman of the Board of Directors of **MED1 NC Services LLC,** and that by authority duly given and to act as Chief Operating Officer and/or Chairman of the Board, the foregoing instrument was signed in its name by its Chief Operating Officer and/or Chairman.

WITNESS my hand and official seal, this 12th day of October, 2021.

Betty Coleman
Notary Public

My Commission Expires: 4.5.26

(SEAL)

BETTY COLEMAN
NOTARY PUBLIC
CUMBERLAND COUNTY, NC

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 6.

From:
Emergency Services - Lyle Johnston

Emergency Services-Bald Head Island Ambulance Franchise Agreement

Issue/Action Requested:
Emergency Services request Board of Commissioners approval on the annual ambulance franchise agreement with the Village of Bald Head Island Fire and EMS.

Background/Purpose of Request:
Emergency Services is requesting approval of the annual ambulance franchise agreement between Brunswick County and the Village of Bald Head Island. This agreement also includes an annual payment of $298,500.00 for assistance to the fire/EMS department for providing EMS coverage on the island.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approval on the annual ambulance franchise agreement with the Village of Bald Head Island Fire and EMS.

ATTACHMENTS:

Description

- 2021_Bald_Head_Island_-_Franchise_and_Agreement_-_revised_FY_21-22 (1).pdf

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

FRANCHISE AND AGREEMENT

THIS FRANCHISE AND AGREEMENT is made and entered into this 1st day of July, 2021, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic, hereinafter called "COUNTY," and **VILLAGE OF BALD HEAD ISLAND**, a North Carolina body politic, hereinafter called "PROVIDER."

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts and to franchise ambulance services; and

WHEREAS, Brunswick County Code of Ordinances, Chapter 1-9, Public Health and Safety, Article II, Ambulances, hereinafter called the "Franchise Ordinance," regulates the operation and franchising of ambulance services within Brunswick County; and

WHEREAS, N.C.G.S. Chapter 160A authorizes municipal corporations to make contracts and to have and exercise all powers necessary and convenient to affect any or all of the purposes for which the corporation is organized; and

WHEREAS, the parties hereto seek to provide ambulance services and/or special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish ambulance services, and the general power and authority of COUNTY to provide paramedic ambulance services for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF FRANCHISE

COUNTY hereby grants to PROVIDER, the right, privilege and franchise to operate an ambulance service within the franchise area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the Franchise Ordinance.

2
TERM OF FRANCHISE; TERMINATION

COUNTY grants this franchise for a term commencing upon execution of this Franchise and Agreement and terminating at midnight on June 30, 2022. This grant of franchise shall be subject

to suspension, revocation, or termination as set forth in the Franchise Ordinance. Either party may terminate the franchise upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to maintain State of North Carolina Ambulance Provider License.

B. PROVIDER agrees to furnish and provide continuing ambulance service to all areas lying within its designated response territorial limits, upon proper notification by any resident, property owner, other person, or agency.

C. PROVIDER, in providing said ambulance or rescue services, shall use its own means and methods, within standards recognized by federal, state and local authorities and agencies, which means and methods shall not be subject, except as herein below set forth, to further control, direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of its ambulance service shall be subject to the protocols and policies as established by the Brunswick County Medical Director and the Brunswick County EMS System Plan.

D. All ambulance service equipment, special rescue equipment, and personnel necessary and proper for the performance of this Franchise and Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in ambulance transport services pursuant to the provisions of this Franchise and Agreement shall be subject to the exclusive control, direction and supervision, of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such ambulance services imposed by the provisions of this Franchise and Agreement upon PROVIDER in furnishing ambulance service to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for ambulance services or special rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification by an appropriate requesting agency (i.e., COUNTY or other Brunswick County Rescue Squad), PROVIDER, through its Emergency Medical Services department or Rescue Squad, upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to

assist the requesting agency. Procedures for communicating the need of ambulance service or special rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however, every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition, it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death of or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damage to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to the EMS and/or rescue operations, or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Franchise and Agreement, and PROVIDER shall also assume all costs involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of costs for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER, shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Franchise and Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER, shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Franchise and Agreement.

6
TERM OF AGREEMENT

This Franchise and Agreement shall commence upon execution and shall extend for a term ending on June 30, 2022.

7
COMPENSATION

COUNTY agrees to pay fees as specified in APPENDIX A attached hereto and incorporated herein by reference.

8
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.

9
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 Franchise and Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Franchise and Agreement.

10
NON-DISRIMINATION 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 Franchise and

Agreement may be cancelled, terminated or suspended in whole or in part by COUNTY, and PROVIDER may be declared ineligible for further agreements with COUNTY.

11
COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, PROVIDER understands that it is a requirement of this Franchise and 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.

12
GOVERNING LAW AND VENUE

This Franchise and 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 Franchise and 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.

13
DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Franchise and 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.

14
GOVERNMENTAL IMMUNITY

To the extent applicable, neither party waives its governmental immunity by entering into this Franchise and Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Franchise and Agreement.

15
SIGNATURES

This Franchise and Agreement and any amendments or modifications thereto, 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 Franchise and 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 Franchise and Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, COUNTY has caused this Franchise and Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Franchise and Agreement to be executed in its name by its proper officers and its Seal to be affixed hereto, all by authority duly given by its Village Council.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

(SEAL)

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

Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Franchise and Agreement to be executed in its name by its Mayor, by authority duly given by the Village Council of **VILLAGE OF BALD HEAD ISLAND**.

Village of Bald Head Island

By: J.A. Sayre
J. Andrew Sayre, Mayor

ATTEST:

Darcy Sperry
Darcy Sperry, Clerk

[SEAL]

VILLAGE OF BALD HEAD ISLAND NORTH CAROLINA SEAL

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that Darcy Sperry personally came before me this day and acknowledged that he/she is the Clerk to the **VILLAGE OF BALD HEAD ISLAND** Village Council, and that by authority duly given and as the act of the municipal body politic, the foregoing instrument was signed in its name by its Mayor, sealed with its municipal seal and attested by its Clerk.

WITNESS my hand and official seal, this 22 day of October, 2021.

Regina M. Hinson
Notary Public

My Commission Expires: 10/22/2022

(SEAL)

REGINA M HINSON NOTARY PUBLIC BRUNSWICK COUNTY, NC

APPENDIX A

As full compensation from COUNTY for the services to be rendered by **Village of Bald Head Island** in Brunswick County, COUNTY agrees to pay PROVIDER the following annual amount based on PROVIDER'S performance:

- EMT- Paramedic Squad $298,500.00 ($74,625.00 per quarter)

Quarterly payments will be made upon submission to and COUNTY'S approval of a financial statement on a form to be provided by the Brunswick County Finance Department.

STATE OF NORTH CAROLINA COUNTY OF BRUNSWICK

STANDARD ASSURANCES BY COUNTY ASSISTED RESCUE SQUADS

I. PURPOSE

A. For each fiscal year, any "non-departmental" (non-direct or "outside") agency or organization requesting County assistance funds must submit an original signed copy of this document with their budget package request.

B. These assurances shall act to hold the County of Brunswick harmless from any liability that the agency or organization may incur.

II. ASSURANCES AFFIDAVIT

The authorized official of the agency or organization given below assures the County of Brunswick that:

A. The agency/organization is a legal entity under Federal and State laws and is authorized to provide services being proposed for financial assistance from the County.

B. If the agency/ organization is a designated non-profit corporation (501c3), said agency/ organization must provide documentation of their status as a 501c3 (IRS Determination Letter) on an annual basis.

C. The agency/ organization will comply with all State and Federal tax laws applicable to their agency/ organization. Agency/ organization must provide the most recent IRS Form 990-Return of Organization Exempt from Income Tax.

D. The agency/organization will maintain all required liability insurance. A copy of the liability insurance certificate must accompany the franchise agreement.

E. The agency/organization will maintain all required workman's compensation insurance. A copy of the workman's compensation insurance certificate must accompany the franchise agreement.

F. The agency/ organization will provide evidence by IRS and NC wage report forms of having paid all employees taxes and withholdings. The agency/ organization has the legal authority and institutional, managerial, and financial capacity to insure the proper planning, management and completion of the project(s) proposed for County financial assistance.

G. The agency/organization will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain.

H. The agency/organization will comply with all Federal and State laws and regulations related to illegal discrimination.

I. The agency/organization will comply with Federal and State laws and regulations related to Workplace Drug Abuse and Treatment, workplace health and safety, workers compensation, and other applicable workplace requirements.

J. The agency/organization will comply with Federal and State laws and regulations related to the Fair Labor Standards Act, Hatch Act, taxes and other personnel requirements.

K. The agency/organization will comply with applicable program/project services standards, contracts and regulations for any program/project services assisted by the County.

L. The agency/organization will comply with Federal and State laws and regulations related

to financial and compliance audits and will submit a copy of each audit report to the County Manager within 60 days after issued.

M. The agency/organization will hold the County of Brunswick harmless from any claim or liability that may arise or result from the operation of any program/project service(s) assisted by the County of Brunswick.

N. The agency/organization will submit promptly to the County Manager any information requested related to any program/project services assisted by the County.

O. The agency/organization will comply with any County ordinance or policy applicable to any program/project service assisted by the County.

P. The agency/organization will comply with the formal and informal bid requirements set forth in the County's Contract and Purchasing Policy when performing construction or repair work, or when purchasing (including lease purchasing) apparatus, supplies, materials or equipment and involving any County funds except that municipal departments shall follow their respective municipal purchasing policy consistent with North Carolina General Statutes, and continue to participate in current County bidding prioritization and award procedures.

Q. All County funding shall be utilized strictly for the operation, maintenance and capital outlay needs of each agency/organization. Any item acquired using County funds by agency/organization shall become property of that agency/organization (and titled to that agency/organization when applicable). In the event an agency/organization decides to dispose of property acquired with any County funds, then other agencies/organizations will be given first opportunity to acquire the surplus property. In any event, proceeds obtained from sale of surplus property acquired with any County funds shall be used only for the same purpose as County funds.

R. Each agencies/organization shall adhere to EMS system guidelines established for the operation of EMS/Rescue programs in Brunswick County.

S. Each agency/ organization shall adhere to the Brunswick County EMS System Continuing Education Program.

T. In addition, the agency/organization agrees to contract for an Independent Financial Audit in accordance with General Accepted Accounting Principles, for fiscal year July 1, 2021 – June 30, 2022, to be completed by October 31, 2020 and submitted to the Brunswick County Finance Department by November 10, 2021. Failure to comply will result in a loss of county funding and the immediate termination of the franchise agreement.

U. Each independent agency/organization shall have one position on its Board of Directors reserved for a Brunswick County Commissioner-appointed liaison. This position may be a non- voting position if the Board of Directors so desires. This does not apply to those agencies/organizations affiliated with a municipality.

V. Prior to receiving county funding during FY2021-20212, each agency/organization shall provide documentation to the Brunswick County Finance Department that shows the department has implemented a system that causes two authorized signatures on checks written against any account in the agency/organization's name.

W. Each agency/organization contracting with Brunswick County to provide services must comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) regulations.

X. If an agency/ organization wishes to bill insurance companies for transport services, the agency/ organization must comply with the billing practices approved by the Brunswick County

Board of Commissioners. The rates for services will be as follows:

- BLS Non-emergency Transport: $334.00
- BLS Emergency Transport: $535.00
- ALS Non-emergency Transport: $401.00
- ALS Emergency Transport $636.00
- ALS II Transport: $920.00
- Specialty Care Transport $1088.00
- Mileage (Per loaded mile) $ 11.33
- Rural Mileage (Per loaded mile) $ N/A

Y. Each agency/ organization will electronically submit call data to both Brunswick County Emergency Services and The North Carolina Office of Emergency Medical Services using an approved electronic patient charting system.

Z. Each agency/ organization will submit a monthly written report to EMS administration summarizing the squad's activity for the previous month. This report will be submitted no later than the 10th day of the month and will utilize a standard format which is attached.

AA. The County shall have the right to inspect, examine, and make copies of such operational records it requests as may assist the County in its evaluation of the effectiveness of the department and the provision of medical services to the County generally. Such operational information may include, but is not limited to, staffing on duty, staffing on scene, response time, rosters of employees and volunteers, and information the County deems necessary.

Certification

The above assurances will be complied with for the financial fiscal year starting on July 1, 2021 and ending June 30, 2022.

Agency/Organization Village of Bald Head Island

Box/Street/Route PO Box 3009

Town/State/Zip Bald Head Island, NC 28461

Federal Tax ID Number 56-1479523

By (Signature) J A Sayre

Typed Name J. A. Sayre

Title Village Mayor

Date Submitted

VILLAGE OF BALD HEAD ISLAND SEAL NORTH CAROLINA

COUNTY OF BRUNSWICK

Fiscal Operations Department
David R. Sandifer County Administration Building
30 Government Center Drive NE
Post Office Box 249
Bolivia, North Carolina 28422
Telephone (910) 253-2070 Fax (910) 253-2068

Julie A. Miller, CPA
Director of Fiscal Operations

Dear Rescue Squads:

July 1, 2021

The Standard of Assurances for the new fiscal year require you to submit several documents. You need to follow the required procedures for reporting and disbursements. Please forward all required agreements and reporting information to Christina Kennedy (christina.kennedy@brunswickcountync.gov 910-253-2040) in the Finance Department who will assemble a complete package for payment processing. Finance will review the package and process for payment. Please remember that dual signatures/approvals are required when you write checks or make payments by other methods.

Please note the following required information:

- ☐ Signed Franchise Agreement/Standard of Assurances
- ☐ 501c3 (IRS Determination Letter)
- ☐ IRS Form 990 (copy of most current return filed)
- ☐ CPA audit engagement letter due by 12/31/2020
- ☐ Independent Audit (FY21 audit to be completed by 10/31/21. Submit to Brunswick County Finance by 11/10/21)
- ☐ Proof of implemented system for two authorized signatures on checks written in organization's name
- ☑ Liability Insurance Certificate
- ☑ Workman's Compensation Insurance Certificate
- ☑ Quarterly Financial Statements

All items are due by 09/30/2021 unless otherwise noted.

Please note that the Standard of Assurances and the required documents are tied directly to your funding. Please provide these documents by the requested date to ensure no disruption in revenues.

There is no longer a tier-based system for quarterly payments; rescue squads will be paid in four equal payments as specified in the agreement as stated in Appendix A of the agreement.

Sincerely,

Julie Miller, CPA
Director of Fiscal Operations

Certificate of Insurance

Issue Date (MM/DD/YYYY)
10/15/2021

Named Participant

Village of Bald Head Island
PO Box 3009
Bald Head Island, NC 28461

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the Policies below.

Companies affording Coverage

A =	**Interlocal Risk Financing Fund of North Carolina**
B =	**North Carolina Interlocal Risk Management Agency**

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW IS AFFORDED TO THE PARTICIPANT NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH PROGRAM.

Co Ltr	Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits of Liability	
	GENERAL LIABILITY ☐ **Commercial General Liability** ☐ Claims Made ☐ Occurrence				Products-Comp/Operations Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one Deductible	 N/A
	AUTOMOBILE LIABILITY ☐ **Any Auto (Symbol 1)** ☐ Hired Autos (Symbol 8) ☐ Non-Owned Autos (Symbol 9) ☐ **Uninsured/Underinsured Motorists**				Limit CSL	Deductible
	PROPERTY ☐ **Real & Personal Property** ☐ **Builder's Risk** ☐ **Auto Physical Damage (Symbol 7 & 8)** ☐ **Municipal Equipment** ☐ **Computer Equipment & Media** ☐ **Portable Equipment** ☐ **Fine Arts**				Limit	Deductible
	Police Professional Liability ☐ Claims Made ☐ Occurrence				Limit(per occurrence/aggregate)	Deductible
	Public Officials Liability ☐ Claims Made ☐ Occurrence				Limit(each claim/aggregate)	Deductible
	Employment Practices Liability ☐ Claims Made ☐ Occurrence				Limit(each claim/aggregate)	Deductible
B	**Workers' Compensation** ☒ Workers' Compensation and Employer's Liability ☒ **WC Statutory Limit**	WC-P-402-2021	07/01/2021	07/01/2022	Limit Each Accident Disease - Each Employee Disease - Policy Limit	 $1,000,000 $1,000,000 $1,000,000
	OTHER COVERAGE ☐ ☐				Limit	Deductible

Description
Evidence of coverage

Certificate Holder

Brunswick County
PO Box 249
Bolivia, NC 28422

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael Pittman

Certificate of Insurance

Issue Date (MM/DD/YYYY)
10/15/2021

Named Participant

Village of Bald Head Island
PO Box 3009
Bald Head Island, NC 28461

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the Policies below.

Companies affording Coverage

A =	Interlocal Risk Financing Fund of North Carolina
B =	North Carolina Interlocal Risk Management Agency

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW IS AFFORDED TO THE PARTICIPANT NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE COVERAGE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH PROGRAM.

Co Ltr	Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits of Liability	
A	**GENERAL LIABILITY** ☒ **Commercial General Liability** ☐ Claims Made ☒ Occurrence	PL-P-63152-2021	07/01/2021	07/01/2022	Products-Comp/Operations Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one Deductible	$5,000,000 $5,000,000 $5,000,000 $1,000,000 N/A $2,500
	AUTOMOBILE LIABILITY ☐ **Any Auto (Symbol 7,8,9)** ☐ Hired Autos (Symbol 8) ☐ Non-Owned Autos (Symbol 9) ☐ **Uninsured/Underinsured Motorists**				Limit CSL	Deductible
	PROPERTY ☐ **Real & Personal Property** ☐ **Builder's Risk** ☐ **Auto Physical Damage (Symbol 7 & 8)** ☐ **Municipal Equipment** ☐ **Computer Equipment & Media** ☐ **Portable Equipment** ☐ **Fine Arts**				Limit	Deductible
	Police Professional Liability ☐ Claims Made ☐ Occurrence				Limit(per occurrence/aggregate)	Deductible
	Public Officials Liability ☐ Claims Made ☐ Occurrence				Limit(each claim/aggregate)	Deductible
	Employment Practices Liability ☐ Claims Made ☐ Occurrence				Limit(each claim/aggregate)	Deductible
	Workers' Compensation ☐ Workers' Compensation and Employer's Liability ☐ **WC Statutory Limit**				Limit Each Accident Disease - Each Employee Disease - Policy Limit	
	OTHER COVERAGE ☐ ☐				Limit	Deductible

Description
Evidence of coverage

Certificate Holder

Brunswick County
PO Box 249
Bolivia, NC 28422

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Michael Pittman

Account Id	Account Description	2022 Budgeted	2022 Actual
10-4300-0000	PUBLIC SAFETY:	0	0
10-4300-0200	SALARIES & WAGES	1,720,000.00	382,419.84
10-4300-0210	LEO SEPARATION ALLOWANCE	15,100.00	2,463.97
10-4300-0300	SALARIES & WAGES - PART TIME	24,000.00	5,948.57
10-4300-0355	SEASONAL OVERTIME	19,200.00	0
10-4300-0400	OVERTIME WAGES	50,000.00	17,505.49
10-4300-0500	FICA/MEDICARE TAXES	26,600.00	6,394.51
10-4300-0600	MEDICAL INSURANCE/HSA	293,000.00	69,516.75
10-4300-0700	NC RETIREMENT FUND	199,200.00	47,995.16
10-4300-0800	401K PLAN	90,700.00	19,958.06
10-4300-0900	UTILITIES	18,000.00	4,841.95
10-4300-1025	COMMUNICATIONS	14,000.00	15,839.00
10-4300-1100	GAS & OIL	13,500.00	3,355.02
10-4300-1150	LP GAS	3,000.00	1,858.93
10-4300-1200	TRAVEL	2,000.00	0
10-4300-1250	FERRY EXPENSES	46,000.00	5,960.00
10-4300-1260	PARKING	26,200.00	288.00
10-4300-1275	BARGE EXPENSES	3,000.00	0
10-4300-1300	EQUIPMENT MAINTENANCE	1,000.00	214.82
10-4300-1350	Tactical Gear	26,125.00	3,075.16
10-4300-1500	VEHICLE REPAIRS	20,000.00	4,245.41
10-4300-1550	VEHICLE PERMITS	12,410.00	13,440.00
10-4300-1600	BLDG/GROUNDS MAINT	6,000.00	1,633.55
10-4300-2200	MAINTENANCE CONTRACTS	21,900.00	2,798.38
10-4300-2250	EMS BILLING EXPENSE	2,300.00	801.72
10-4300-2350	LAW ENFORCEMENT SUPPLIES	6,115.00	0
10-4300-2500	OFFICE SUPPLIES	7,800.00	420.95
10-4300-2600	EMS SUPPLIES	7,600.00	6,793.03
10-4300-2625	DOSHER MED CLINIC SUPPLIES	1,000.00	742.88
10-4300-2650	ALS MEDICATION	7,500.00	1,490.48
10-4300-2675	WATER RESCUE SUPPLY	1,500.00	859.82
10-4300-2700	FIRE SUPPLIES	25,500.00	870.30
10-4300-2750	VOLUNTEER INCENTIVE	22,600.00	0
10-4300-2800	COPIES & PRINTING	2,750.00	635.25
10-4300-3200	MUNITIONS	6,300.00	0
10-4300-3300	DUES & SUBSCRIPTIONS	8,100.00	4,495.00
10-4300-3400	UNIFORMS	10,850.00	3,902.26
10-4300-3500	TRAINING & CERTIFICATION	4,850.00	0
10-4300-3550	Community Outreach	3,000.00	93.60
10-4300-3700	MISCELLANEOUS	1,000.00	184.96
10-4300-3800	ANIMAL CONTROL	500.00	0
10-4300-4100	MEDICAL SERVICES	11,000.00	0
10-4300-5200	CAPITAL OUTLAY Asset > 5K - P Safety	84,000.00	22,020.00
10-4300-5210	CAPITAL OUTLAY- Non Depr <5k - P Safety	9,500.00	0
	PUBLIC SAFETY: Total	**2,874,700.00**	**653,062.82**
	GENERAL FUND Expenditure Total	**2,874,700.00**	**653,062.82**

FY 2022 As of: 09/30/2021

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 7.

From: Emergency Services-Brunswick Search and Rescue Contract
Emergency Services - Lyle Johnston

Issue/Action Requested:
Emergency Services request Board of Commissioners approval on the annual contract with Brunswick Search and Rescue.

Background/Purpose of Request:
Emergency Services is requesting approval for the annual contract with Brunswick Search and Rescue, which includes a County monetary assistance amount of $10,000.00 to be paid to Brunswick Search and Rescue.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approval on the annual contract with Brunswick Search and Rescue.

ATTACHMENTS:

Description

- 2021_Brunswick_Search_And_Rescue_Agreement_-_revised_FY_21-22.pdf

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AGREEMENT

THIS AGREEMENT is made and entered into the 1st day of July, 2021, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic, hereinafter called "COUNTY," and **BRUNSWICK SEARCH AND RESCUE**, a North Carolina non-profit corporation, hereinafter called "PROVIDER."

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts for rescue services; and

WHEREAS, N.C.G.S Chapter 55 authorizes corporations to make contracts and to have and exercise all powers necessary and convenient to effect any or all of the purposes for which the corporation is organized; and

WHEREAS, the parties hereto seek to provide special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish rescue services, and the general power and authority of COUNTY to establish rescue services for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF AGREEMENT

COUNTY hereby grants to PROVIDER the right and privilege to operate a rescue service within the area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the expected services.

2
TERM OF AGREEMENT

COUNTY grants this Agreement for a term commencing upon the execution of the Agreement and terminating at midnight June 30, 2022. This grant of agreement shall be subject to suspension, revocation, or termination as set forth in this Agreement. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to furnish and provide continuing search and rescue service to all areas lying within its designated territorial limits, upon proper notification by any resident, property owner, other person, or agency.

B. PROVIDER in providing said search and rescue services shall use its own means and methods within standards recognized by federal, state, and local authorities and agencies, which means and methods shall not be subject except as herein below set forth, to further control direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of any medical services shall be subject to the protocols and policies established by the Brunswick County Medical Director and the Brunswick County Emergency Medical Services System Plan.

C. All special rescue equipment, and personnel necessary and proper for the performance of the Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in rescue services pursuant to the provisions of this Agreement shall be subject to the exclusive control, direction, and supervision of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such rescue services imposed by the provisions of this Agreement upon PROVIDER in furnishing search and rescue services to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for search and rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification from an appropriate requesting agency (ie., COUNTY or other Brunswick County law enforcement, fire, or rescue provider), PROVIDER upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereinafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to assist the requesting agency. Procedures for communicating the need of special search and rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/ she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however

every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damages to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to search and rescue operations or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all cost of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Agreement, and PROVIDER shall also assume all cost involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of cost for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics, and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Agreement.

6
COMPENSATION

COUNTY agrees to pay fees as specified in APPENDIX A attached hereto and incorporated herein by reference.

7
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.

8
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.

9
NON-DISRIMINATION 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 agreements with COUNTY.

10
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.

11
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.

12
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.

13
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.

14
SIGNATURES

This Agreement and any amendments or modifications thereto, 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.

IN WITNESS WHEREOF, THE COUNTY OF BRUNSWICK has caused this Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Agreement to be executed in its name by its proper officers and its Corporate Seal to be affixed hereto all be authority duly given by its Board of Directors.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this ____ day of _____2021.

_____
Notary Public

My Commission Expires:_____

(SEAL)

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

Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Agreement to be executed in its name by its Chairman of the Board, by authority duly given by the Board of Directors of **BRUNSWICK SEARCH AND RESCUE.**

By: _____
Chairman, Board of Directors

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that Doug Dawson personally came before me this day and acknowledged that he/she is the Chairman of the Board of Directors of BRUNSWICK SEARCH AND RESCUE, and that by authority duly given and to act as Chairman of the Board, the foregoing instrument was signed in its name by its Chairman.

WITNESS my hand and official seal, this 2 day of November 2021.

Kaytlin D. Garcia
Notary Public

My Commission Expires: 09/06/2026

(SEAL)

KAYTLIN D. GARCIA NOTARY PUBLIC BRUNSWICK COUNTY, NC EXPIRES 9-6-2026

APPENDIX A

As full compensation from COUNTY for services rendered by PROVIDER, as herein provided, COUNTY agrees to pay PROVIDER the sum of Ten Thousand and No/100 Dollars ($10,000.00) annually, to be paid in equal quarterly installments in the amount of Two Thousand Five Hundred and No/100 Dollars ($2,500.00) beginning with the first quarter after the beginning of COUNTY'S fiscal year.

Quarterly payments will be made upon PROVIDER'S submission to and COUNTY'S approval of a financial statement on a form to be provided by the Brunswick County Finance Department.

STATE OF NORTH CAROLINA COUNTY OF BRUNSWICK

STANDARD ASSURANCES BY COUNTY ASSISTED RESCUE SQUADS

I. PURPOSE

A. For each fiscal year, any "non-departmental" (non-direct or "outside") agency or organization requesting County assistance funds must submit an original signed copy of this document with their budget package request.

B. These assurances shall act to hold the County of Brunswick harmless from any liability that the agency or organization may incur.

II. ASSURANCES AFFIDAVIT

The authorized official of the agency or organization given below assures the County of Brunswick that:

A. The agency/organization is a legal entity under Federal and State laws and is authorized to provide services being proposed for financial assistance from the County.

B. If the agency/ organization is a designated non-profit corporation (501c3), said agency/ organization must provide documentation of their status as a 501c3 (IRS Determination Letter) on an annual basis.

C. The agency/ organization will comply with all State and Federal tax laws applicable to their agency/ organization. Agency/ organization must provide the most recent IRS Form 990-Return of Organization Exempt from Income Tax.

D. The agency/organization will maintain all required liability insurance. A copy of the liability insurance certificate must accompany the franchise agreement.

E. The agency/organization will maintain all required workman's compensation insurance. A copy of the workman's compensation insurance certificate must accompany the franchise agreement.

F. The agency/ organization will provide evidence by IRS and NC wage report forms of having paid all employees taxes and withholdings. The agency/ organization has the legal authority and institutional, managerial, and financial capacity to insure the proper planning, management and completion of the project(s) proposed for County financial assistance.

G. The agency/organization will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain.

H. The agency/organization will comply with all Federal and State laws and regulations related to illegal discrimination.

I. The agency/organization will comply with Federal and State laws and regulations related to Workplace Drug Abuse and Treatment, workplace health and safety, workers compensation, and other applicable workplace requirements.

J. The agency/organization will comply with Federal and State laws and regulations related to the Fair Labor Standards Act, Hatch Act, taxes and other personnel requirements.

K. The agency/organization will comply with applicable program/project services standards, contracts and regulations for any program/project services assisted by the County.

L. The agency/organization will comply with Federal and State laws and regulations related

to financial and compliance audits and will submit a copy of each audit report to the County Manager within 60 days after issued.

M. The agency/organization will hold the County of Brunswick harmless from any claim or liability that may arise or result from the operation of any program/project service(s) assisted by the County of Brunswick.

N. The agency/organization will submit promptly to the County Manager any information requested related to any program/project services assisted by the County.

O. The agency/organization will comply with any County ordinance or policy applicable to any program/project service assisted by the County.

P. The agency/organization will comply with the formal and informal bid requirements set forth in the County's Contract and Purchasing Policy when performing construction or repair work, or when purchasing (including lease purchasing) apparatus, supplies, materials or equipment and involving any County funds except that municipal departments shall follow their respective municipal purchasing policy consistent with North Carolina General Statutes, and continue to participate in current County bidding prioritization and award procedures.

Q. All County funding shall be utilized strictly for the operation, maintenance and capital outlay needs of each agency/organization. Any item acquired using County funds by agency/organization shall become property of that agency/organization (and titled to that agency/organization when applicable). In the event an agency/organization decides to dispose of property acquired with any County funds, then other agencies/organizations will be given first opportunity to acquire the surplus property. In any event, proceeds obtained from sale of surplus property acquired with any County funds shall be used only for the same purpose as County funds.

R. Each agencies/organization shall adhere to EMS system guidelines established for the operation of EMS/Rescue programs in Brunswick County.

S. Each agency/ organization shall adhere to the Brunswick County EMS System Continuing Education Program.

T. In addition, the agency/organization agrees to contract for an Independent Financial Audit in accordance with General Accepted Accounting Principles, for fiscal year July 1, 2021 – June 30, 2022, to be completed by October 31, 2020 and submitted to the Brunswick County Finance Department by November 10, 2021. Failure to comply will result in a loss of county funding and the immediate termination of the franchise agreement.

U. Each independent agency/organization shall have one position on its Board of Directors reserved for a Brunswick County Commissioner-appointed liaison. This position may be a non- voting position if the Board of Directors so desires. This does not apply to those agencies/organizations affiliated with a municipality.

V. Prior to receiving county funding during FY2021-20212, each agency/organization shall provide documentation to the Brunswick County Finance Department that shows the department has implemented a system that causes two authorized signatures on checks written against any account in the agency/organization's name.

W. Each agency/organization contracting with Brunswick County to provide services must comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) regulations.

X. If an agency/ organization wishes to bill insurance companies for transport services, the agency/ organization must comply with the billing practices approved by the Brunswick County

Board of Commissioners. The rates for services will be as follows:

- BLS Non-emergency Transport: $334.00
- BLS Emergency Transport: $535.00
- ALS Non-emergency Transport: $401.00
- ALS Emergency Transport $636.00
- ALS II Transport: $920.00
- Specialty Care Transport $1088.00
- Mileage (Per loaded mile) $ 11.33
- Rural Mileage (Per loaded mile) $ N/A

Y. Each agency/ organization will electronically submit call data to both Brunswick County Emergency Services and The North Carolina Office of Emergency Medical Services using an approved electronic patient charting system.

Z. Each agency/ organization will submit a monthly written report to EMS administration summarizing the squad's activity for the previous month. This report will be submitted no later than the 10th day of the month and will utilize a standard format which is attached.

AA. The County shall have the right to inspect, examine, and make copies of such operational records it requests as may assist the County in its evaluation of the effectiveness of the department and the provision of medical services to the County generally. Such operational information may include, but is not limited to, staffing on duty, staffing on scene, response time, rosters of employees and volunteers, and information the County deems necessary.

Certification

The above assurances will be complied with for the financial fiscal year starting on July 1, 2021 and ending June 30, 2022.

Agency/Organization BRUNSWICK SEARCH AND RESCUE

Box/Street/Route 1 CUM BERLAND ST

Town/State/Zip OCEAN ISLE BEACH NC 28469

Federal Tax ID Number 562176975

By (Signature)

Typed Name DOUGLAS J DAWSON

Title CHIEF, PRESIDENT

Date Submitted 1 NOV 21

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 8.

From:
Emergency Services - Lyle Johnston

Emergency Services - St. James Fire and EMS Ambulance Franchise Agreement

Issue/Action Requested:
Emergency Services request Board of Commissioners approval for the annual ambulance franchise agreement with St. James Fire and EMS.

Background/Purpose of Request:
Emergency Services is requesting the approval of the annual ambulance franchise agreement between Brunswick County and St. James Fire and EMS. This ambulance franchise agreement also includes an annual County monetary assistance in the amount of $14,300.00.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approval for the annual ambulance franchise agreement with St. James Fire and EMS.

ATTACHMENTS:

Description

- 2021_St._James_Fire_and_EMS_-_revised_FY_21-22.pdf

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

FRANCHISE AND AGREEMENT

THIS FRANCHISE AND AGREEMENT is made and entered into this 1st day of July, 2021, by and between the **COUNTY OF BRUNSWICK**, a North Carolina body politic, hereinafter called "COUNTY," and **ST. JAMES FIRE DEPARTMENT, INC.**, a North Carolina non-profit corporation, hereinafter called "PROVIDER."

WITNESSETH

THAT WHEREAS, N.C.G.S. 153A authorizes counties to enter into contracts and to franchise ambulance services; and

WHEREAS, Brunswick County Code of Ordinances, Chapter 1-9, Public Health and Safety, Article II, Ambulances, hereinafter called the "Franchise Ordinance," regulates the operation and franchising of ambulance services within Brunswick County; and

WHEREAS, N.C.G.S. Chapter 55 authorizes corporations to make contracts and to have and exercise all powers necessary and convenient to effect any or all of the purposes for which the corporation is organized; and

WHEREAS, the parties hereto seek to provide ambulance services and/or special rescue services;

NOW THEREFORE, for and in consideration of the mutual promises and agreements herein contained, and pursuant to the general power and authority of PROVIDER to furnish ambulance services, and the general power and authority of COUNTY to provide paramedic ambulance services for its inhabitants and general population, the parties hereto mutually contract and agree as follows:

1
GRANT OF FRANCHISE

COUNTY hereby grants to PROVIDER, the right, privilege and franchise to operate an ambulance service within the franchise area, subject to the faithful performance and observance of the conditions and reservations hereinafter set forth, inclusive of all provisions contained within the Franchise Ordinance.

2
TERM OF FRANCHISE; TERMINATION

COUNTY grants this franchise for a term commencing upon execution of this Franchise and Agreement and terminating at midnight on June 30, 2022. This grant of franchise shall be subject

to suspension, revocation, or termination as set forth in the Franchise Ordinance. Either party may terminate the franchise upon sixty (60) days' prior written notice to the other party.

3
GENERAL DUTIES

A. PROVIDER agrees to maintain State of North Carolina Ambulance Provider License.

B. PROVIDER agrees to furnish and provide continuing ambulance service to all areas lying within its designated response territorial limits, upon proper notification by any resident, property owner, other person, or agency.

C. PROVIDER, in providing said ambulance or rescue services, shall use its own means and methods, within standards recognized by federal, state and local authorities and agencies, which means and methods shall not be subject, except as herein below set forth, to further control, direction or supervision by COUNTY. PROVIDER hereby further agrees that medical control of its ambulance service shall be subject to the protocols and policies as established by the Brunswick County Medical Director and the Brunswick County EMS System Plan.

D. All ambulance service equipment, special rescue equipment, and personnel necessary and proper for the performance of this Franchise and Agreement shall be provided by PROVIDER at its sole cost and expense, and all persons engaged by PROVIDER in ambulance transport services pursuant to the provisions of this Franchise and Agreement shall be subject to the exclusive control, direction and supervision, of PROVIDER. Except as noted herein below, COUNTY shall not have any right or power with respect to the employment, control, direction, supervision, suspension or discharge of any person who may engage in such ambulance services imposed by the provisions of this Franchise and Agreement upon PROVIDER in furnishing ambulance service to COUNTY for the benefit of its residents and general population.

4
COMMUNICATIONS

Procedures for communicating the need for ambulance services or special rescue services by PROVIDER shall be established and administered by the Brunswick County Central Communications Center.

5
MUTUAL AID

A. Upon notification by an appropriate requesting agency (i.e., COUNTY or other Brunswick County Rescue Squad), PROVIDER, through its Emergency Medical Services department or Rescue Squad, upon establishment that an emergency does in fact exist and that PROVIDER's aid is needed, the Chief or Director of Operations (hereafter also including any other officer or person delegated that authority by said Chief or Director of Operations) shall have the implicit authority to order such available equipment and personnel as may be required, to respond to

assist the requesting agency. Procedures for communicating the need of ambulance service or special rescue services to PROVIDER shall be established by mutual agreement between the parties hereto and the same shall be properly publicized. After determining that the mutual aid request may be honored without impairing PROVIDER's capacity to provide service within its own jurisdiction, the Chief or his designee may take such steps as he/she deems appropriate to furnish the requested aid. The response of PROVIDER shall remain the sole discretion of the Chief or his designee, and PROVIDER shall not be compelled to dispatch any of its equipment or personnel; however, every effort should be made to furnish requested assistance if such dispatch would not impose a serious impairment to that PROVIDER's service plan.

B. It shall be the responsibility of PROVIDER to assure that all personnel responding to the request for mutual aid are trained, responsible persons. The conduct and actions of said responding personnel shall remain the obligation and responsibility of PROVIDER. In addition, it shall be the responsibility of PROVIDER to assure that each piece of responding equipment is operational and capable of functioning properly for that type of equipment.

C. PROVIDER shall assume all liability and responsibility for the death of or injury to any of its own personnel while responding to the request for mutual aid.

D. PROVIDER shall assume all liability and responsibility for damage to, or caused by, its own equipment while en route to or from a mutual aid request.

E. The agency requesting mutual aid shall have no liability nor responsibility for the personal property of PROVIDER personnel if said property is lost, stolen, damaged or destroyed while those personnel are performing their duties under the mutual aid response terms contained herein.

F. PROVIDER shall assume no liability or responsibility for property damaged or destroyed at the actual scene of any mutual aid response due to the EMS and/or rescue operations, or other operations as may be required or ordered; all such liability and responsibility shall rest solely with the requesting agency and within whose boundaries the incident occurs.

G. PROVIDER shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond to a mutual aid dispatch under the terms of this Franchise and Agreement, and PROVIDER shall also assume all costs involving the use of equipment and tools used specifically in response to the request for mutual assistance, and PROVIDER shall make no charge for such use to the agency requesting the mutual aid assistance. However, any supplies provided by PROVIDER from its own supply shall be paid for by the requesting agency, upon receipt of an itemized statement of costs for such supplies.

H. The Chief Officer of the agency requesting assistance shall in all instances be in command of the emergency as to the aspects of strategy, tactics and overall direction of the operations. All orders or directions regarding the operations and personnel of PROVIDER, shall be relayed to PROVIDER's Chief Officer present at that incident and in command of PROVIDER.

I. When PROVIDER personnel are sent to another district pursuant to this Franchise and Agreement, the jurisdiction, rights, authority, privileges and immunities, including coverage under Workers' Compensation laws and malpractice insurance, which said personnel have under PROVIDER, shall be extended to the areas outside the normal response territorial limits, when said personnel are acting within the scope of the authority conferred by this Franchise and Agreement.

6
TERM OF AGREEMENT

This Franchise and Agreement shall commence upon execution and shall extend for a term ending on June 30, 2022.

7
COMPENSATION

COUNTY agrees to pay fees as specified in APPENDIX A attached hereto and incorporated herein by reference.

8
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.

9
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 Franchise and Agreement by any governmental department or agency. PROVIDER must notify COUNTY within thirty (30) days if debarred by any governmental entity during this Franchise and Agreement.

10
NON-DISRIMINATION 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 Franchise and

Agreement may be cancelled, terminated or suspended in whole or in part by COUNTY, and PROVIDER may be declared ineligible for further agreements with COUNTY.

11
COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, PROVIDER understands that it is a requirement of this Franchise and 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.

12
GOVERNING LAW AND VENUE

This Franchise and 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 Franchise and 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.

13
DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Franchise and 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.

14
GOVERNMENTAL IMMUNITY

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

15
SIGNATURES

This Franchise and Agreement and any amendments or modifications thereto, 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 Franchise and 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 Franchise and Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

IN WITNESS WHEREOF, COUNTY has caused this Franchise and Agreement to be executed in its name by its Chairman of the Board of County Commissioners, attested to by the Clerk to the Board and the County Seal affixed hereto, all by authority duly given by the Board of Commissioners of the County of Brunswick, and PROVIDER has caused this Franchise and Agreement to be executed in its name by its proper officers and its Corporate Seal to be affixed hereto, all by authority duly given by its Board of Directors.

COUNTY OF BRUNSWICK

By:_____
Randell Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____
Clerk to the Board

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that she is the Clerk to the Board of County Commissioners of Brunswick County, and that by authority duly given and to act as Chairman of the Board of Commissioners, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested to by its Clerk herein above named.

WITNESS my hand and official seal, this _____ day of _____, 2021.

_____
Notary Public

My Commission Expires: _____

(SEAL)

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

Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

IN WITNESS WHEREOF, PROVIDER has caused this Franchise and Agreement to be executed in its name by its Chief Operating Officer and/or Chairman of the Board (if applicable), by authority duly given by the Board of Directors of **ST. JAMES FIRE DEPARTMENT, INC.**

ST. JAMES FIRE DEPARTMENT, INC.

By: _____

_____

[SEAL]

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, certify that John Dawsey personally came before me this day and acknowledged that he/she is the Chief Operating Officer and/or Chairman of the Board of Directors of **ST. JAMES FIRE DEPARTMENT, INC.,** and that by authority duly given and to act as Chief Operating Officer and/or Chairman of the Board, the foregoing instrument was signed in its name by its Chief Operating Officer and/or Chairman.

WITNESS my hand and official seal, this 5 day of November, 2021.

_____
Notary Public

My Commission Expires: 11-22-2025

(SEAL)

DONALD J BOOTH
Notary Public, North Carolina
Wake County
My Commission Expires
November 22, 2025

APPENDIX A

As full compensation from COUNTY for the services to be rendered by PROVIDER as herein provided, COUNTY agrees to pay PROVIDER the sum of Three Thousand Five Hundred Seventy-Five and No/100 Dollars ($3,575.00) per quarter for a total of Fourteen Thousand Three Hundred and No/100 Dollars ($14,300.00) annually for FY 2021/2022.

Quarterly payments will be made upon submission to and COUNTY'S approval of a financial statement on a form to be provided by the Brunswick County Finance Department.

STATE OF NORTH CAROLINA COUNTY OF BRUNSWICK

STANDARD ASSURANCES BY COUNTY ASSISTED RESCUE SQUADS

I. PURPOSE

A. For each fiscal year, any "non-departmental" (non-direct or "outside") agency or organization requesting County assistance funds must submit an original signed copy of this document with their budget package request.

B. These assurances shall act to hold the County of Brunswick harmless from any liability that the agency or organization may incur.

II. ASSURANCES AFFIDAVIT

The authorized official of the agency or organization given below assures the County of Brunswick that:

A. The agency/organization is a legal entity under Federal and State laws and is authorized to provide services being proposed for financial assistance from the County.

B. If the agency/ organization is a designated non-profit corporation (501c3), said agency/ organization must provide documentation of their status as a 501c3 (IRS Determination Letter) on an annual basis.

C. The agency/ organization will comply with all State and Federal tax laws applicable to their agency/ organization. Agency/ organization must provide the most recent IRS Form 990-Return of Organization Exempt from Income Tax.

D. The agency/organization will maintain all required liability insurance. A copy of the liability insurance certificate must accompany the franchise agreement.

E. The agency/organization will maintain all required workman's compensation insurance. A copy of the workman's compensation insurance certificate must accompany the franchise agreement.

F. The agency/ organization will provide evidence by IRS and NC wage report forms of having paid all employees taxes and withholdings. The agency/ organization has the legal authority and institutional, managerial, and financial capacity to insure the proper planning, management and completion of the project(s) proposed for County financial assistance.

G. The agency/organization will establish safeguards to forestall the appearance of or actual conflicts of interest or personal gain.

H. The agency/organization will comply with all Federal and State laws and regulations related to illegal discrimination.

I. The agency/organization will comply with Federal and State laws and regulations related to Workplace Drug Abuse and Treatment, workplace health and safety, workers compensation, and other applicable workplace requirements.

J. The agency/organization will comply with Federal and State laws and regulations related to the Fair Labor Standards Act, Hatch Act, taxes and other personnel requirements.

K. The agency/organization will comply with applicable program/project services standards, contracts and regulations for any program/project services assisted by the County.

L. The agency/organization will comply with Federal and State laws and regulations related

to financial and compliance audits and will submit a copy of each audit report to the County Manager within 60 days after issued.

M. The agency/organization will hold the County of Brunswick harmless from any claim or liability that may arise or result from the operation of any program/project service(s) assisted by the County of Brunswick.

N. The agency/organization will submit promptly to the County Manager any information requested related to any program/project services assisted by the County.

O. The agency/organization will comply with any County ordinance or policy applicable to any program/project service assisted by the County.

P. The agency/organization will comply with the formal and informal bid requirements set forth in the County's Contract and Purchasing Policy when performing construction or repair work, or when purchasing (including lease purchasing) apparatus, supplies, materials or equipment and involving any County funds except that municipal departments shall follow their respective municipal purchasing policy consistent with North Carolina General Statutes, and continue to participate in current County bidding prioritization and award procedures.

Q. All County funding shall be utilized strictly for the operation, maintenance and capital outlay needs of each agency/organization. Any item acquired using County funds by agency/organization shall become property of that agency/organization (and titled to that agency/organization when applicable). In the event an agency/organization decides to dispose of property acquired with any County funds, then other agencies/organizations will be given first opportunity to acquire the surplus property. In any event, proceeds obtained from sale of surplus property acquired with any County funds shall be used only for the same purpose as County funds.

R. Each agencies/organization shall adhere to EMS system guidelines established for the operation of EMS/Rescue programs in Brunswick County.

S. Each agency/ organization shall adhere to the Brunswick County EMS System Continuing Education Program.

T. In addition, the agency/organization agrees to contract for an Independent Financial Audit in accordance with General Accepted Accounting Principles, for fiscal year July 1, 2021 – June 30, 2022, to be completed by October 31, 2020 and submitted to the Brunswick County Finance Department by November 10, 2021. Failure to comply will result in a loss of county funding and the immediate termination of the franchise agreement.

U. Each independent agency/organization shall have one position on its Board of Directors reserved for a Brunswick County Commissioner-appointed liaison. This position may be a non- voting position if the Board of Directors so desires. This does not apply to those agencies/organizations affiliated with a municipality.

V. Prior to receiving county funding during FY2021-20212, each agency/organization shall provide documentation to the Brunswick County Finance Department that shows the department has implemented a system that causes two authorized signatures on checks written against any account in the agency/organization's name.

W. Each agency/organization contracting with Brunswick County to provide services must comply with all applicable Health Insurance Portability and Accountability Act (HIPAA) regulations.

X. If an agency/ organization wishes to bill insurance companies for transport services, the agency/ organization must comply with the billing practices approved by the Brunswick County

Board of Commissioners. The rates for services will be as follows:

- BLS Non-emergency Transport: $334.00
- BLS Emergency Transport: $535.00
- ALS Non-emergency Transport: $401.00
- ALS Emergency Transport $636.00
- ALS II Transport: $920.00
- Specialty Care Transport $1088.00
- Mileage (Per loaded mile) $ 11.33
- Rural Mileage (Per loaded mile) $ N/A

Y. Each agency/ organization will electronically submit call data to both Brunswick County Emergency Services and The North Carolina Office of Emergency Medical Services using an approved electronic patient charting system.

Z. Each agency/ organization will submit a monthly written report to EMS administration summarizing the squad's activity for the previous month. This report will be submitted no later than the 10th day of the month and will utilize a standard format which is attached.

AA. The County shall have the right to inspect, examine, and make copies of such operational records it requests as may assist the County in its evaluation of the effectiveness of the department and the provision of medical services to the County generally. Such operational information may include, but is not limited to, staffing on duty, staffing on scene, response time, rosters of employees and volunteers, and information the County deems necessary.

Certification

The above assurances will be complied with for the financial fiscal year starting on July 1, 2021 and ending June 30, 2022.

Agency/Organization ST. JAMES FIRE DEPT

Box/Street/Route 3628 St James Dr

Town/State/Zip Southport, NC 28461

Federal Tax ID Number 56-2105738

By (Signature) [signature]

Typed Name John T. Dahl

Title Chief

Date Submitted 11-8-21

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 9.

From:
Lyle Johnston, EMS Deputy Director

Emergency Services – Proclamations Recognizing Service of Temporary Ambulance Strike Team Members

Issue/Action Requested:
Request the Board of Commissioners adopt proclamations honoring the following paramedic professionals who served Brunswick County with dedication and professionalism during their tenure with the Brunswick County Emergency Medical Services (EMS) team in Fall 2021:

- Mitzi Adair
- Dacion Crabtree
- Andrea Cragier
- Charles Dexter
- Brandon Howard
- Tami Smith

Background/Purpose of Request:
Brunswick County was one of nine North Carolina counties that received temporary paramedic and ambulance support in Fall 2021 as part of a request from the North Carolina Department of Public Safety to the Federal Emergency Management Agency following increasing calls for service and hospitalizations due to the COVID-19 pandemic. These proclamations recognize and honor the paramedics who provided support to Brunswick County EMS during this unique and crucial time.

Fiscal Impact:
Not Applicable

Approved By County Attorney:

County Attorney's Recommendation:

ATTACHMENTS:

Description

- Adair Proclamation
- Crabtree Proclamation
- Cragier Proclamation
- Dexter Proclamation
- Howard Proclamation
- Smith Proclamation

County of Brunswick

Office of the County Commissioners

PROCLAMATION RECOGNIZING PARAMEDIC MITZI ADAIR FOR SERVICE TO BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, Brunswick County was one of nine North Carolina counties that received temporary paramedic and ambulance support in Fall 2021 as part of a request from the North Carolina Department of Public Safety to the Federal Emergency Management Agency following increasing calls for service and hospitalizations due to the COVID-19 pandemic; and

WHEREAS, the Brunswick County Board of Commissioners wish to extend their sincerest appreciation and gratitude to the paramedic professionals who served Brunswick County with dedication and professionalism during their tenure with the Brunswick County Emergency Medical Services (EMS) team; and

WHEREAS, Mitzi Adair diligently served as part of a two-person paramedic crew in Brunswick County, providing much needed assistance to Brunswick County EMS crews during an exceptional period of higher emergency call volumes; and

WHEREAS, Mitzi Adair came to Brunswick County from out of state, requiring them to spend a significant amount of time away from their family, friends, and their community; and

WHEREAS, Mitzi Adair's willingness to support the Brunswick County EMS team helped the team continue to provide essential emergency medical services and meet established response time goals for one of the fastest growing counties in the state and country.

NOW, THEREFORE, BE IT RESOLVED THAT the Brunswick County Board of Commissioners recognize and commend Mitzi Adair for their support and service to Brunswick County's Emergency Medical Services team during Fall 2021.

This the 6th day of December, 2021.

_____

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

County of Brunswick

Office of the County Commissioners

PROCLAMATION RECOGNIZING PARAMEDIC DACION CRABTREE FOR SERVICE TO BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, Brunswick County was one of nine North Carolina counties that received temporary paramedic and ambulance support in Fall 2021 as part of a request from the North Carolina Department of Public Safety to the Federal Emergency Management Agency following increasing calls for service and hospitalizations due to the COVID-19 pandemic; and

WHEREAS, the Brunswick County Board of Commissioners wish to extend their sincerest appreciation and gratitude to the paramedic professionals who served Brunswick County with dedication and professionalism during their tenure with the Brunswick County Emergency Medical Services (EMS) team; and

WHEREAS, Dacion Crabtree diligently served as part of a two-person paramedic crew in Brunswick County, providing much needed assistance to Brunswick County EMS crews during an exceptional period of higher emergency call volumes; and

WHEREAS, Dacion Crabtree came to Brunswick County from out of state, requiring them to spend a significant amount of time away from their family, friends, and their community; and

WHEREAS, Dacion Crabtree's willingness to support the Brunswick County EMS team helped the team continue to provide essential emergency medical services and meet established response time goals for one of the fastest growing counties in the state and country.

NOW, THEREFORE, BE IT RESOLVED THAT the Brunswick County Board of Commissioners recognize and commend Dacion Crabtree for their support and service to Brunswick County's Emergency Medical Services team during Fall 2021.

This the 6th day of December, 2021.

_____

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

County of Brunswick

Office of the County Commissioners

PROCLAMATION RECOGNIZING PARAMEDIC ANDREA CRAGIER FOR SERVICE TO BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, Brunswick County was one of nine North Carolina counties that received temporary paramedic and ambulance support in Fall 2021 as part of a request from the North Carolina Department of Public Safety to the Federal Emergency Management Agency following increasing calls for service and hospitalizations due to the COVID-19 pandemic; and

WHEREAS, the Brunswick County Board of Commissioners wish to extend their sincerest appreciation and gratitude to the paramedic professionals who served Brunswick County with dedication and professionalism during their tenure with the Brunswick County Emergency Medical Services (EMS) team; and

WHEREAS, Andrea Cragier diligently served as part of a two-person paramedic crew in Brunswick County, providing much needed assistance to Brunswick County EMS crews during an exceptional period of higher emergency call volumes; and

WHEREAS, Andrea Cragier came to Brunswick County from out of state, requiring them to spend a significant amount of time away from their family, friends, and their community; and

WHEREAS, Andrea Cragier's willingness to support the Brunswick County EMS team helped the team continue to provide essential emergency medical services and meet established response time goals for one of the fastest growing counties in the state and country.

NOW, THEREFORE, BE IT RESOLVED THAT the Brunswick County Board of Commissioners recognize and commend Andrea Cragier for their support and service to Brunswick County's Emergency Medical Services team during Fall 2021.

This the 6th day of December, 2021.

_____

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

County of Brunswick

Office of the County Commissioners

PROCLAMATION RECOGNIZING PARAMEDIC CHARLES DEXTER FOR SERVICE TO BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, Brunswick County was one of nine North Carolina counties that received temporary paramedic and ambulance support in Fall 2021 as part of a request from the North Carolina Department of Public Safety to the Federal Emergency Management Agency following increasing calls for service and hospitalizations due to the COVID-19 pandemic; and

WHEREAS, the Brunswick County Board of Commissioners wish to extend their sincerest appreciation and gratitude to the paramedic professionals who served Brunswick County with dedication and professionalism during their tenure with the Brunswick County Emergency Medical Services (EMS) team; and

WHEREAS, Charles Dexter diligently served as part of a two-person paramedic crew in Brunswick County, providing much needed assistance to Brunswick County EMS crews during an exceptional period of higher emergency call volumes; and

WHEREAS, Charles Dexter came to Brunswick County from out of state, requiring them to spend a significant amount of time away from their family, friends, and their community; and

WHEREAS, Charles Dexter's willingness to support the Brunswick County EMS team helped the team continue to provide essential emergency medical services and meet established response time goals for one of the fastest growing counties in the state and country.

NOW, THEREFORE, BE IT RESOLVED THAT the Brunswick County Board of Commissioners recognize and commend Charles Dexter for their support and service to Brunswick County's Emergency Medical Services team during Fall 2021.

This the 6th day of December, 2021.

_____

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

County of Brunswick

Office of the County Commissioners

PROCLAMATION RECOGNIZING PARAMEDIC BRANDON HOWARD FOR SERVICE TO BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, Brunswick County was one of nine North Carolina counties that received temporary paramedic and ambulance support in Fall 2021 as part of a request from the North Carolina Department of Public Safety to the Federal Emergency Management Agency following increasing calls for service and hospitalizations due to the COVID-19 pandemic; and

WHEREAS, the Brunswick County Board of Commissioners wish to extend their sincerest appreciation and gratitude to the paramedic professionals who served Brunswick County with dedication and professionalism during their tenure with the Brunswick County Emergency Medical Services (EMS) team; and

WHEREAS, Brandon Howard diligently served as part of a two-person paramedic crew in Brunswick County, providing much needed assistance to Brunswick County EMS crews during an exceptional period of higher emergency call volumes; and

WHEREAS, Brandon Howard came to Brunswick County from out of state, requiring them to spend a significant amount of time away from their family, friends, and their community; and

WHEREAS, Brandon Howard's willingness to support the Brunswick County EMS team helped the team continue to provide essential emergency medical services and meet established response time goals for one of the fastest growing counties in the state and country.

NOW, THEREFORE, BE IT RESOLVED THAT the Brunswick County Board of Commissioners recognize and commend Brandon Howard for their support and service to Brunswick County's Emergency Medical Services team during Fall 2021.

This the 6th day of December, 2021.

_____

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

County of Brunswick

Office of the County Commissioners

PROCLAMATION RECOGNIZING PARAMEDIC TAMI SMITH FOR SERVICE TO BRUNSWICK COUNTY, NORTH CAROLINA

WHEREAS, Brunswick County was one of nine North Carolina counties that received temporary paramedic and ambulance support in Fall 2021 as part of a request from the North Carolina Department of Public Safety to the Federal Emergency Management Agency following increasing calls for service and hospitalizations due to the COVID-19 pandemic; and

WHEREAS, the Brunswick County Board of Commissioners wish to extend their sincerest appreciation and gratitude to the paramedic professionals who served Brunswick County with dedication and professionalism during their tenure with the Brunswick County Emergency Medical Services (EMS) team; and

WHEREAS, Tami Smith diligently served as part of a two-person paramedic crew in Brunswick County, providing much needed assistance to Brunswick County EMS crews during an exceptional period of higher emergency call volumes; and

WHEREAS, Tami Smith came to Brunswick County from out of state, requiring them to spend a significant amount of time away from their family, friends, and their community; and

WHEREAS, Tami Smith's willingness to support the Brunswick County EMS team helped the team continue to provide essential emergency medical services and meet established response time goals for one of the fastest growing counties in the state and country.

NOW, THEREFORE, BE IT RESOLVED THAT the Brunswick County Board of Commissioners recognize and commend Tami Smith for their support and service to Brunswick County's Emergency Medical Services team during Fall 2021.

This the 6th day of December, 2021.

_____

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 10.

From:
Julie Miller

Finance - Change in Designation of Applicant's Agents to NC Division of Emergency Management for Prior Hurricanes and COVID-19 Disaster Assistance

Issue/Action Requested:
Request that the Board of Commissioners change the agent designations to Steve Stone as the Primary Agent and Aaron Smith as the Secondary Agent for Brunswick County to the NC Division of Emergency Management to execute documents, file claims, and represent the county in all dealings with the State of NC and FEMA related to disaster assistance required by grant agreements for COVID-19 and Hurricanes Florence, Dorian, and Isaias.

Background/Purpose of Request:
With the upcoming retirements, it is necessary to change the designated agents representing the county in all dealings with the State of NC and FEMA for disaster assistance required by grant agreements for COVID-19 and Hurricanes Florence, Dorian, and Isaias. Claims submitted and awaiting final determination are approximately $1,200,000 in Hurricane expenditures and $400,000 in pandemic expenditures.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners change the agent designations to Steve Stone as the Primary Agent and Aaron Smith as the Secondary Agent for Brunswick County to the NC Division of Emergency Management to execute documents, file claims, and represent the county in all dealings with the State of NC and FEMA related to disaster assistance required by grant agreements for COVID-19 and Hurricanes Florence, Dorian, and Isaias.

ATTACHMENTS:

Description

- DAA and SAA Updated Designated Agents - COVID 12-6-2021.pdf
- DAA and SAA Updated Designated Agents - Florence 12-6-2021.pdf
- DAA and SAA Updated Designated Agents - Dorian 12-6-2021.pdf
- DAA and SAA Updated Designated Agents - Isaias 12-6-2021.pdf

DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES FOR PUBLIC ASSISTANCE

FEMA-4487-DR-NC

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION): Brunswick County

PRIMARY AGENT	SECONDARY AGENT
AGENT'S NAME: Steve Stone	AGENT'S NAME: Aaron Smith
ORGANIZATION: Brunswick County	ORGANIZATION: Brunswick County
OFFICIAL POSITION: Deputy County Manager	OFFICIAL POSITION: Director of Fiscal Operations
MAILING ADDRESS: Post Office Box 249	MAILING ADDRESS: Post Office Box 249
CITY ,STATE, ZIP: Bolivia, NC 28422	CITY ,STATE, ZIP: Bolivia, NC 28422
DAYTIME TELEPHONE: (910) 253-2015	DAYTIME TELEPHONE: (910) 253-2060
FACSIMILE NUMBER: (910) 253-2022	FACSIMILE NUMBER: (910) 2853-2068
PAGER OR CELLULAR NUMBER: (910) 279 - 0633	PAGER OR CELLULAR NUMBER: (828) 302-3508

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, (PUBLIC LAW 93-288 AS AMENDED) OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTERS PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE SECOND ATTACHED PAGE.

CHIEF FINANCIAL OFFICER	CERTIFYING OFFICIAL
NAME: Aaron Smith	OFFICIAL'S NAME: Randy Thompson
ORGANIZATION: Brunswick County	ORGANIZATION: Brunswick County
OFFICIAL POSITION: Director of Fiscal Operations	OFFICIAL POSITION: Chair, Board of Commissioners
MAILING ADDRESS: Post Office Box 249	MAILING ADDRESS: Post Office Box 249
CITY ,STATE, ZIP: Bolivia, NC 28422	CITY ,STATE, ZIP: Bolivia, NC 28422
DAYTIME TELEPHONE: (910) 253-2060	DAYTIME TELEPHONE: (910)253-2017
FACSIMILE NUMBER: (910) 253-2068	FACSIMILE NUMBER: (910) 253-2022
PAGER OR CELLULAR NUMBER: (828) 302-3508	PAGER OR CELLULAR NUMBER:

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE): North Carolina

APPLICANT'S FISCAL YEAR (FY) START — MONTH: July — DAY: 1

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 56-6000278

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER: - -

CERTIFYING OFFICIAL'S SIGNATURE

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that it is duly authorized pursuant to appropriate applicant authority and/or a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 12148, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act, as amended, 5 USC 1501 et. seq. and 7324 et. seq., which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973, as amended, 42 U.S.C. 40001 et. seq.. Further, Sections 102and 103 (42 U.S.C. 4012a and 4015) required, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. 306108 (former 16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 or 1974, 54 U.S.C. 312501 et. seq. (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

North Carolina Department of Public Safety
Division of Emergency Management

APPLICANT: County of Brunswick

DISASTER: **COVID-19**
FEMA No.: **4487-DR-NC**
PUBLIC ASSISTANCE **CFDA# 97.036**

STATE–APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Department of Public Safety, Division of Emergency Management ("the State") and County of Brunswick ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster named **COVID-19** and pursuant to the Major Disaster Declaration made by the President of the United States numbered FEMA **4487-DR-NC**.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. The Applicant's Agent has the legal authority under North Carolina law to apply for assistance on behalf of the Applicant, that it is duly authorized pursuant to appropriate Applicant authority and/or a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, and that the agents and officials designated herein are duly authorized under North Carolina law to act on behalf of the organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to the disaster assistance required by the agreements and assurances contained herein.

2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.

3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).

4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically, that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.

5. The Applicant shall provide the following completed documentation to the State:
    a. Designation of Applicant's Agent.
    b. State-Applicant Disaster Assistance Agreement.
    c. Private Non-Profit Organization Certification (if required).
    d. Summary of Documentation Form itemizing actual costs expended for large project payment requests.
    e. Monthly Progress Reports.
    f. Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.

7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report shall be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative (GAR).

8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative (GAR), full access to and the right to examine all records and documents related to the use of disaster assistance funds.

9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative (GAR), any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.

10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.

11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.

12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative (GAR) and in accordance with applicable Federal and State statues, rules and regulations.

13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety-day (90-day) period and to reimburse Applicant only for costs documented at the time of final inspection.**

14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition certification incorporated herein as Attachment A.

16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.

17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for any contracts subject to this Agreement including for debris removal, emergency protective measures, or completion of disaster restoration or repair work.

18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.

19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov. The Applicant shall be responsible to ensure that it has checked the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that contractors, Subapplicants or Sub-Recipients have not been suspended or debarred from doing business with federal or State government.

20. The Applicant shall comply with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.

21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, 2 C.F.R. Part 200, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).

22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement, the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

BY: _____
Signature

_____
Date

56-6000278
Applicant's Federal Tax I.D. Number (required)

Randy Thompson
Typed Name

Chair, Board of Commissioners
Title

FOR THE STATE:

BY: _____
Signature

_____
Date

_____
Typed Name

_____
Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

County of Brunswick

Name of Applicant

BY: _____

Signature of Applicant's Designated Agent

Standard Form 424D (Rev. 7-97)
OMB Approval No. 0348-0042
Authorized for Local Reproduction

ATTACHMENT B

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statures relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290dd-3 and 290ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S. C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) elevation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Deputy County Manager
APPLICANT ORGANIZATION County of Brunswick	DATE SUBMITTED

DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES FOR PUBLIC ASSISTANCE

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)	DISASTER NUMBER:
Brunswick County	FEMA-4393-DR-NC

PRIMARY AGENT	SECONDARY AGENT
AGENT'S NAME: Steve Stone	AGENT'S NAME: Aaron Smith
ORGANIZATION: Brunswick County	ORGANIZATION: Brunswick County
OFFICIAL POSITION: Deputy County Manager	OFFICIAL POSITION: Director of Fiscal Operations
MAILING ADDRESS: Post Office Box 249	MAILING ADDRESS: Post Office Box 249
CITY ,STATE, ZIP: Bolivia, NC 28422	CITY ,STATE, ZIP: Bolivia, NC 28422
DAYTIME TELEPHONE: (910) 253 -2015	DAYTIME TELEPHONE: (910) 253-2060
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CHIEF FINANCIAL OFFICER	CERTIFYING OFFICIAL
NAME: Aaron Smith	OFFICIAL'S NAME: Randy Thompson
ORGANIZATION: Brunswick County	ORGANIZATION: Brunswick County
OFFICIAL POSITION: Director of Fiscal Operations	OFFICIAL POSITION: Chair, Board of Commissioners
MAILING ADDRESS: Post Office Box 249	MAILING ADDRESS: Post Office Box 249
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APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):
North Carolina

APPLICANT'S FISCAL YEAR (FY) START
MONTH: July DAY: 1

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER
56 -6000278

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER
- -

CERTIFYING OFFICIAL'S SIGNATURE

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

North Carolina Department of Public Safety
Division of Emergency Management

APPLICANT: County of Brunswick DISASTER: Hurricane Florence
FEMA- 4393-DR-NC

PUBLIC ASSISTANCE **CFDA# 97.036**

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management ("the State") and County of Brunswick ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called Hurricane Florence, and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA - 4393- DR-NC.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant's governing body.

2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.

3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).

4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.

5. The Applicant shall provide the following completed documentation to the State:

    - Designation of Applicant's Agent;
    - State-Applicant Disaster Assistance Agreement
    - Private Non-Profit Organization Certification (if required);
    - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
    - Monthly Progress Reports;
    - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. ɔ7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.

7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.

8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.

9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.

10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.

11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.

12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statues, rules and regulations.

13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**

14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.

16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.

17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.

18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.

19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov.

20. The Applicant shall comply with the provisions of 42 U.S.C. ɔ5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.

21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).

22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

BY: _____
Signature

Date

56-6000278
Applicant's Federal Tax I.D. Number (required)

Randy Thompson
Typed Name

Chair, Board of Commissioners
Title

FOR THE STATE:

BY: _____
Signature

Date

_____
Typed Name

_____
Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

County of Brunswick
Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statures relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing ; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. ∋∋1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S. C. ∋∋276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. ∋874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ∋∋327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514: (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ∋∋1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ∋∋7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ∋∋1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. ∋470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. ∋∋469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Deputy County Manager
APPLICANT ORGANIZATION County of Brunswick	DATE SUBMITTED

DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES FOR PUBLIC ASSISTANCE

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)

FEMA-4465-DR-NC

PRIMARY AGENT	
AGENT'S NAME	Steve Stone
ORGANIZATION	Brunswick County
OFFICIAL POSITION	Deputy County Manager
MAILING ADDRESS	Post Office Box 249
CITY ,STATE, ZIP	Bolivia, NC 28422
DAYTIME TELEPHONE	(910) 253 -2015
FACSIMILE NUMBER	(910) 253-2022
PAGER OR CELLULAR NUMBER	(910) 279-0633

SECONDARY AGENT	
AGENT'S NAME	Aaron Smith
ORGANIZATION	Brunswick County
OFFICIAL POSITION	Director of Fiscal Operations
MAILING ADDRESS	Post Office Box 249
CITY ,STATE, ZIP	Bolivia, NC 28422
DAYTIME TELEPHONE	(910) 253-2060
FACSIMILE NUMBER	(910) 253-2068
PAGER OR CELLULAR NUMBER	(828) 302-3508

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, (PUBLIC LAW 93-288 AS AMENDED) OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTER PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE REVERSE SIDE HEREOF.

CHIEF FINANCIAL OFFICER	
NAME	Aaron Smith
ORGANIZATION	Brunswick County
OFFICIAL POSITION	Director of Fiscal Operations
MAILING ADDRESS	Post Office Box 249
CITY ,STATE, ZIP	Bolivia, NC 28422
DAYTIME TELEPHONE	(910) 253-2060
FACSIMILE NUMBER	(910) 253-2068
PAGER OR CELLULAR NUMBER	(828) 302-3508

CERTIFYING OFFICIAL	
OFFICIAL'S NAME	Randy Thompson
ORGANIZATION	Brunswick County
OFFICIAL POSITION	Chair, Board of Commissioners
MAILING ADDRESS	Post Office Box 249
CITY ,STATE, ZIP	Bolivia, NC 28422
DAYTIME TELEPHONE	(910) 253-2017
FACSIMILE NUMBER	(910) 253-2022
PAGER OR CELLULAR NUMBER	

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):
North Carolina

APPLICANT'S FISCAL YEAR (FY) START — MONTH: July DAY: 1

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER
56 -6000278

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER
- -

CERTIFYING OFFICIAL'S SIGNATURE

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

North Carolina Department of Public Safety
Division of Emergency Management

APPLICANT: County of Brunswick

DISASTER: Hurricane Dorian
FEMA- 4465 -DR-NC

PUBLIC ASSISTANCE **CFDA# 97.036**

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management ("the State") and County of Brunswick ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called Hurricane Dorian, and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA - 4465 - DR-NC.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant's governing body.

2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.

3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).

4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.

5. The Applicant shall provide the following completed documentation to the State:

    - Designation of Applicant's Agent;
    - State-Applicant Disaster Assistance Agreement
    - Private Non-Profit Organization Certification (if required);
    - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
    - Monthly Progress Reports;
    - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. ɔ7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.

7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.

8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.

9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.

10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.

11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.

12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statues, rules and regulations.

13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**

14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.

16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.

17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.

18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.

19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov.

20. The Applicant shall comply with the provisions of 42 U.S.C. ə5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.

21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).

22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

BY: _____
Signature

_____
Date

56-6000278
Applicant's Federal Tax I.D. Number (required)

Randy Thompson
Typed Name

Chair, Board of Commissioners
Title

FOR THE STATE:

BY: _____
Signature

_____
Date

_____
Typed Name

_____
Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

County of Brunswick
Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statures relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing ; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. ∋∋1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S. C. ∋∋276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. ∋874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ∋∋327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514: (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ∋∋1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ∋∋7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ∋∋1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. ∋470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. ∋∋469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Deputy County Manager
APPLICANT ORGANIZATION County of Brunswick	DATE SUBMITTED

DESIGNATION OF APPLICANT'S AGENT AND APPLICANT ASSURANCES FOR PUBLIC ASSISTANCE

ORGANIZATION NAME (HEREAFTER NAMED ORGANIZATION)	DISASTER NUMBER:
Brunswick County	FEMA-4568-DR-NC

PRIMARY AGENT		SECONDARY AGENT	
AGENT'S NAME	Steve Stone	AGENT'S NAME	Aaron Smith
ORGANIZATION	Brunswick County	ORGANIZATION	Brunswick County
OFFICIAL POSITION	Deputy County Manager	OFFICIAL POSITION	Director of Fiscal Operations
MAILING ADDRESS	Post Office Box 249	MAILING ADDRESS	Post Office Box 249
CITY ,STATE, ZIP	Bolivia, NC 28422	CITY ,STATE, ZIP	Bolivia, NC 28422
DAYTIME TELEPHONE	(910) 253 -2015	DAYTIME TELEPHONE	(910) 253-2060
FACSIMILE NUMBER	(910) 253-2022	FACSIMILE NUMBER	(910) 253-2068
PAGER OR CELLULAR NUMBER	(910) 279-0633	PAGER OR CELLULAR NUMBER	(828) 302-3508

THE ABOVE PRIMARY AND SECONDARY AGENTS ARE HEREBY AUTHORIZED TO EXECUTE AND FILE APPLICATION FOR PUBLIC ASSISTANCE ON BEHALF OF THE ORGANIZATION FOR THE PURPOSE OF OBTAINING CERTAIN STATE AND FEDERAL FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF & EMERGENCY ASSISTANCE ACT, (PUBLIC LAW 93-288 AS AMENDED) OR OTHERWISE AVAILABLE. THIS AGENT IS AUTHORIZED TO REPRESENT AND ACT FOR THE ORGANIZATION IN ALL DEALINGS WITH THE STATE OF NORTH CAROLINA AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR MATTER PERTAINING TO SUCH DISASTER ASSISTANCE REQUIRED BY THE AGREEMENTS AND ASSURANCES PRINTED ON THE REVERSE SIDE HEREOF.

CHIEF FINANCIAL OFFICER		CERTIFYING OFFICIAL	
NAME	Aaron Smith	OFFICIAL'S NAME	Randy Thompson
ORGANIZATION	Brunswick County	ORGANIZATION	Brunswick County
OFFICIAL POSITION	Director of Fiscal Operations	OFFICIAL POSITION	Chair, Board of Commissioners
MAILING ADDRESS	Post Office Box 249	MAILING ADDRESS	Post Office Box 249
CITY ,STATE, ZIP	Bolivia, NC 28422	CITY ,STATE, ZIP	Bolivia, NC 28422
DAYTIME TELEPHONE	(910) 253-2060	DAYTIME TELEPHONE	(910) 253-2017
FACSIMILE NUMBER	(910) 253-2068	FACSIMILE NUMBER	(910) 253-2022
PAGER OR CELLULAR NUMBER	(828) 302-3508	PAGER OR CELLULAR NUMBER	

APPLICANT'S STATE COGNIZANT AGENCY FOR SINGLE AUDIT PURPOSES (IF A COGNIZANT AGENCY IS NOT ASSIGNED, PLEASE INDICATE):
North Carolina

APPLICANT'S FISCAL YEAR (FY) START — MONTH: July DAY: 1

APPLICANT'S FEDERAL EMPLOYER'S IDENTIFICATION NUMBER
56 - 6000278

APPLICANT'S STATE PAYEE IDENTIFICATION NUMBER
- -

CERTIFYING OFFICIAL'S SIGNATURE

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally-assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

North Carolina Department of Public Safety
Division of Emergency Management

APPLICANT: County of Brunswick DISASTER: NC Hurricane Isaias

FEMA- 4568-DR-NC

PUBLIC ASSISTANCE **CFDA# 97.036**

STATE – APPLICANT DISASTER ASSISTANCE AGREEMENT

This Agreement made by and between the State of North Carolina, Dept. of Public Safety, Division of Emergency Management ("the State") and County of Brunswick ("the Applicant") shall be effective on the date signed by the State and the Applicant. It shall apply to all disaster assistance funds provided by or through the State to the Applicant as a result of the disaster called NC Hurricane Isaias, and pursuant to the Disaster Declaration made by the President of the United States numbered FEMA – 4568 - DR-NC.

The designated representative of the Applicant (Applicant's Agent) certifies that:

1. He/She has legal authority to apply for assistance on behalf of the Applicant pursuant to a resolution duly adopted or passed by the Applicant's governing body.

2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State disaster grant assistance.

3. The applicant shall use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative (GAR).

4. The Applicant is aware of and shall comply with cost-sharing requirements of Federal and State disaster assistance: specifically that Federal assistance is limited to 75% of eligible expenditures, and that State assistance is limited to 25% of the eligible costs. Alternate projects selected by the Applicant may be eligible for only 75% of the approved Federal share of estimated eligible costs.

5. The Applicant shall provide the following completed documentation to the State:

    - Designation of Applicant's Agent;
    - State-Applicant Disaster Assistance Agreement
    - Private Non-Profit Organization Certification (if required);
    - Summary of Documentation Form itemizing actual costs expended for large project payment requests;
    - Monthly Progress Reports;
    - Copies of Single Audit Reports as applicable.

If the Applicant fails to provide any of the above documentation, the State will be under no obligation to reimburse the Applicant for eligible expenses.

6. The Applicant shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principals or as directed by the Governor's Authorized Representative. If applicable, the Applicant shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. ∋7501 et. seq., 44 C.F.R. Part 14, OMB Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," and applicable North Carolina laws, rules and regulations.

7. The Applicant shall provide to the State monthly Progress Reports for all open large projects funded by State and Federal disaster assistance grants. The first Progress Report will be due on the 10th day of the first month following initiation of the project and subsequent Progress Reports will be due on the 10th day of each and every month thereafter until project completion. Forms and reporting requirements will be provided by the Governor's Authorized Representative.

8. The Applicant, its employees and agents, including consultants, contractors and subcontractors to be paid with funds provided under this Agreement, shall give State and Federal agencies designated by the Governor's Authorized Representative, full access to and the right to examine all records and documents related to the use of disaster assistance funds.

9. The Applicant shall return to the State, within thirty (30) days of a request by the Governor's Authorized Representative, any funds advanced to the Applicant that are not supported by audit or other Federal or State review of documentation maintained by the Applicant.

10. The Applicant shall comply with all applicable codes and standards in the completion of eligible work to repair or replace damaged public facilities.

11. The Applicant shall comply with all applicable provisions of Federal and State statutes, rules and regulations regarding the procurement of goods and services and regarding contracts for the repair and restoration of public facilities.

12. The Applicant shall begin and complete all items of work within the time limits established by the Governor's Authorized Representative and in accordance with applicable Federal and State statues, rules and regulations.

13. The Applicant shall request a final inspection within ninety (90) days after completion of each and every large project funded under this Agreement, or within ninety (90) days after the expiration of the time limit established for each project under Paragraph 12 above, whichever occurs first. Applicant shall present all supporting documentation to State and/or Federal inspectors at the time of final inspection. **The State, as Grantee, reserves the right to conduct a final inspection of any large project after expiration of the ninety- (90) day period and to reimburse Applicant only for costs documented at the time of final inspection.**

14. The Applicant shall comply with all applicable Federal and State statutes, rules and regulations for publicly financed or assisted contracts including, but not limited to, non-discrimination, labor standard, and access by the physically handicapped.

15. The Applicant's Designated Agent shall execute and comply with the Lobbying Prohibition document incorporated herein as Attachment A.

16. The Applicant's Designated Agent shall execute and comply with the Statement of Assurances (SF 424D) document incorporated herein as Attachment B.

17. The Applicant shall not enter into cost-plus-percentage-of-cost contracts for debris removal, emergency protective measures, or completion of disaster restoration or repair work.

18. The Applicant shall not enter into contracts for which payment is contingent upon receipt of State or Federal funds.

19. The Applicant shall not enter into any contract with any entity that is debarred or suspended from participation in Federal Assistance. The State and/or FEMA will not be under any obligation to reimburse Applicant for payments made to a debarred or suspended contractor. Applicant may search for debarred or suspended contractors on the "Excluded Parties List System" (EPLS) at the following website: www.sam.gov.

20. The Applicant shall comply with the provisions of 42 U.S.C. ə5155 (Section 312 of the Stafford Act) which prohibits duplication of benefits. Applicant shall notify State immediately if any other source of funds is available to offset disaster assistance provided pursuant to this Agreement. Applicant agrees that eligible costs under this Agreement will be reduced by duplicate benefits received from any other source.

21. The Applicant shall comply with all uniform grant administration requirements required by State and Federal statutes, rules and regulations, including but not limited to, the Robert T. Stafford Disaster Relief and Emergency assistance Act, Public Law 93-288, as amended, Title 44 of the Code of Federal Regulations, applicable OMB Circulars, and policy guidance issued by the Federal Emergency Management Agency (FEMA).

22. If the Applicant pays contractors, subcontractors or consultants with funds provided through this Agreement then the Applicant shall include language in all contracts that binds the contractor, subcontractor or consultant to the terms and conditions of this Agreement with the State. Contractual arrangements with contractors, subcontractors or consultants shall in no way relieve the Applicant of its responsibilities to ensure that all funds provided through this Agreement are administered in accordance with all State and Federal requirements.

FOR THE APPLICANT:

BY: _____
Signature

_____
Date

56-6000278

Applicant's Federal Tax I.D. Number (required)

Randy Thompson

Chair, Board of Commissioners
Title

FOR THE STATE:

BY: _____
Signature

_____
Date

_____
Typed Name

_____
Title

ATTACHMENT A

LOBBYING PROHIBITION

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any State or Federal agency, a member of the N.C. Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-L. "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all recipients of funds under this Agreement shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

County of Brunswick
Name of Applicant

BY: _____
Signature of Applicant's Designated Agent

ATTACHMENT B-1

OMB Approval No. 0348-0042

ASSURANCES-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project costs) to ensure proper planning, management and completion of the project described in this application

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply by the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-2763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statures relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended relating to nondiscrimination in the sale, rental, or financing of housing ; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

ATTACHMENT B-2

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. ∋∋1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S. C. ∋∋276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. ∋874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. ∋∋327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514: (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. ∋∋1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. ∋∋7401 et seq.); (g) protection of under ground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. ∋∋1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. ∋470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. ∋∋469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Deputy County Manager
APPLICANT ORGANIZATION County of Brunswick	DATE SUBMITTED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 11.
Finance - Fiscal Items

From:
Julie A. Miller

Issue/Action Requested:
Request that the Board of Commissioners approve Budget Amendments, Capital Ordinances, and Fiscal Items of a routine nature on the consent agenda.

-FY22 ROAP Budget Amendments
Request that the Board of Commissioners approve FY22 ROAP funding of $245,881.00. Brunswick County has a Memorandum of Understanding with Brunswick Transit as required under the Rural Operating Assistance Program for agencies receiving pass through funds and FY22 Application with DOT funding. The FY22 ROAP program requires in their FY22 application process for transit systems receiving pass through funds to have a MOU in place. The DOT will provide funding of $245,881.00 with no county match. The allocation of funds are as follows:
Elderly & Disabled Transportation Assistance Program $110,642.00
Employment Transportation Assistance Program $31,285.00
Rural General Public Program $103,954.00

-Water and Wastewater Budget Amendment
To appropriate wastewater expendable net assets of $339,227 and reduce the water transfer to projects of $147,382 for the remaining refundable utility capital recovery and transmission fees.

Background/Purpose of Request:

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approve Budget Amendments, Capital Ordinances, and Fiscal Items of a routine nature on the consent agenda.

ATTACHMENTS:

Description

- 20211206 Attach Brunswick FY22 ROAP Application
- 20211206 AttachBrunswick FY22 ROAP Certified Statement

- 20211206 Attach FY 22 ROAP Funding
- 20211206 Budget Amendment Brunswick FY22 ROAP Funding
- 20211206 Attach Brunswick FY22 ROAP MOU
- FY 2022 ROAP Program Administration Guide
- FY2022 ROAP Allocation Table
- 20211206 Budget Amendment Water Capital Recovery.pdf
- 20211206 Budget Amendment Wastewater Capital Recovery.pdf

Application for Transportation Operating Assistance

FY2022 Rural Operating Assistance Program (ROAP) Funds

Name of Applicant (County)	**Brunswick**
County Manager	**Randell Woodruff**
County Manager's Email Address	randell.woodruff@brunswickcountync.gov
County Finance Officer	**Julie Miller**
CFO's Email Address	julie.miller@brunswickcountync.gov
CFO's Phone Number	**910-253-2060**
Person Completing this Application	**Yvonne Hatcher**
Person's Job Title	Executive Director, Brunswick Transit System, Inc.
Person's Email Address	btsdirector@atmc.net
Person's Phone Number	910-253-7800
Community Transportation System	**Brunswick Transit System, Inc.**
Name of Transit Contact Person	Yvonne Hatcher
Transit Contact Person's Email Address	btsdirector@atmc.net

Application Completed by: Yvonne Hatcher Date: 9/15/2021
Signature

I certify that the content of this application is complete and accurately describes the county's administration of the ROAP Program, and the use of the ROAP funds in accordance with applicable state guidelines. I certify and understand that if the monthly and annual milestone reports and any other status reports required by the Integrated Mobility Division (IMD) are not submitted on or before the due dates, the next scheduled disbursement will be held until all reports are submitted.

I further certify that ROAP funds will only be used for program purposed to provide trips and will not be used for Administrative or Operational expenses. If it is determined that ROAP funds have been misused, repayment of funds must be made.

Transit Director: Yvonne Hatcher Date: 10/6/21
Signature

County Manager: _____ Date: 10/4/21
Signature

County Finance Officer: Julie A. Miller Date: 10/1/21
Signature

Application Instructions

County officials should read the ROAP Program Administration Guide which contains guidance on the administration of the ROAP Program and information about the preparation of grant applications.

- The application must be completed by an official of the county or his/her designee.
- Click on the **gray rectangle** and type each answer. If necessary, the text will automatically wrap to the next row. The answer may wrap to the next page if necessary.
- If the county wishes to explain their response to any questions or provide more information, the county may include additional pages with this application form. All the pages of the application and any pages added by the applicant should be scanned into the same file.
- If there are questions regarding this application, contact the NCDOT-IMD Regional Grant Specialist assigned to the area served by the transit system.

FY2022 ROAP Program Schedule

Application Deadline	**October 1, 2021**
Anticipated Funds Disbursement	**October 30, 2021**

***Counties with unspent FY 2020/FY 2021 Carryover funding will retain the funds and the allocation will be adjusted accordingly.**

***Monthly reports due on 30th of month following reporting period.**

County's Management of ROAP Funds

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. As a recipient of ROAP funds, the county must implement administrative processes that will ensure the following:

- ROAP funds are expended on needs identified through a public involvement and/or planning process
- **ROAP funds are expended only on eligible activities *as described in Appendix A of the ROAP Guidance.***
- **Supporting documentation of expenditures by all sub-recipients is required.**
- Service recipients meet eligibility requirements and their eligibility is documented.
- Trips funded with ROAP funding are monitored and evaluated throughout the period of performance.
- An accounting of trips and expenditures is provided on a monthly basis to IMD with supporting documents.
- ROAP funds received and expended are included in the local annual audit.

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs, however, if it is determined that a lump-sum payment can be made to the County, IMD reserves the right to change the method of distributing the funds. Counties have the flexibility to determine how the funding will be used to meet the needs of the citizens and how to sub-allocate the funding to meet the transportation needs, but the guidelines for each program used must be followed and trips accounted for by program used.

Transportation Needs and Public Involvement in Funding Decisions	Yes	No
A. Did the county ask the Community Transportation Advisory Board (TAB), which is affiliated with the Community Transportation System, to recommend how the ROAP funds should be sub-allocated?	X	

B. Were outreach efforts conducted to inform agencies about the availability of ROAP funds and to discuss transportation needs BEFORE the county decided how to sub-allocate the ROAP funds?	X	
C. Is the method used to sub-allocate the ROAP funds fair and equitable? Open and transparent?	X	
Financial Management of ROAP Funds	**Yes**	**No**
D. Does the county pass through any ROAP funds to agencies or organizations that are not county governmental departments or agencies?	X	
E. If yes, does the county have a written agreement with these agencies that addresses the proper use, return and accountability of these funds? (***Include a sample agreement with application)***	X	
F. Do any of the organizations or departments receiving ROAP funds plan to use private transit contractors to provide the ROAP funded trips? (***Their procurement practices will need to meet all federal and state requirements for procurement of professional services.)***		X
G. Are ROAP funds deposited in an interest-bearing account?		X
H. Does the county provide local funds for transportation operating assistance to any of the ROAP sub-recipients in addition to the state ROAP funds?		X
Monitoring and Oversight Responsibilities	**Yes**	**No**
I. Subrecipients of ROAP funds are required to provide sufficiently detailed progress reports and statistical data about trips provided and rider eligibility with ROAP funds. How frequently are these provided to the county? In what format? The County must be prepared to provide documentation that an eligible citizen was provided an eligible service or trip on the billed date, by whatever conveyance, at a specific cost. What form of documentation is collected? **Quarterly reports are provided to the County documenting how the funds were spent including trips statistics, details and the fully allocated costs associated with the trips by the community transportation system.**	X	
J. Does the county require the subrecipients of ROAP funds to use the coordinated transportation services of the federally funded Community Transportation System operating in the county?	X	
K. Will any of the subrecipients use their ROAP sub-allocation as matching funds for any of the following programs? ***(Matching funds for operating assistance or purchase of service only.)*** 5310 – Elderly Individuals and Individuals with Disabilities Program X 5311 - Non-urbanized Area Formula Program 5316 – Job Access and Reverse Commute Program (JARC) 5317 – New Freedom Program		
L. Will any of the subrecipients charge a fare for a ROAP funded trip? YES, the coordinated transportation system, BTS will charge a fare for RGP and EDTAP trips.		
M. Describe the eligibility criteria to be used in this county to determine who will be provided ROAP funded trips. What documents are used to determine eligibility? EDTAP funded trips support the elderly and disabled in Brunswick County. Eligibility is determined based on EDTAP/ROAP requirements and documentation is collected that certifies the recipient meets the age or disability required. Employment funded trips and services can be provided for individuals that have transitioned off the Work First or Temporary Assistance for Needy Families program within the last 12 months; participants in Workforce Development Programs; and/or the transportation disadvantaged public. Funding may also be used to assist the general public with employment-related transportation needs if they meet the eligibility criteria. RGP funds are used to support the general public in rural Brunswick County, therefore address and geographic data determines eligibility.		
N. Since the subrecipient can only use RGP funds to pay for 90% of the cost of a trip, will the Community Transportation System use fare revenue to generate the local 10% match requirement for RGP funds?	X	

County of Brunswick

Office of the County Commissioners

CERTIFIED STATEMENT
FY2022
RURAL OPERATING ASSISTANCE PROGRAM
County of **BRUNSWICK**

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e. CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2021 to June 30, 2022 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of BRUNSWICK North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the participation of eligible agencies and citizens. Outreach efforts to include the participation of the elderly and individuals with disabilities, persons with limited English proficiency, minorities and low-income persons in the county's sub-allocation decision have been documented.

- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.

- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.

- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services and assures that any procurements by subrecipients for contracted services will follow state and federal guidelines.

- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not available for the same purpose or the other funding sources for the same purpose have been completely exhausted.

- The county assures that the required matching funds for the FY2022 ROAP can be generated from fares and/or provided from local funds.

- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.

- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT – Integrated Mobility Division or its designee. **Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.**

- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.

- The county is applying for the following amount of FY2022 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	118,790	118,790
Employment Transportation Assistance Program (EMPL)	32,718	32,718
Rural General Public Program (RGP)	111,329	111,329
TOTAL	262,837	262,837

WITNESS my hand and county seal, this 4 **day of** Oct **,** 2021 **.**

Signature of County Manager/Administrator

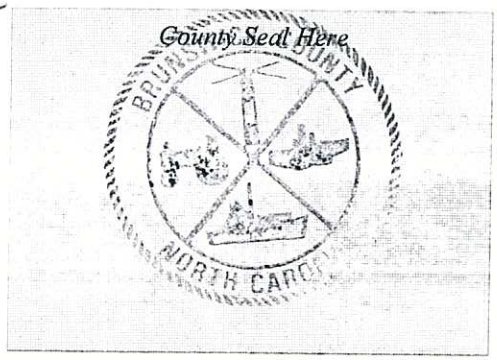
Signature of County Finance Officer

Randell Woodruff
Printed Name of County Manager/Administrator

Julie A Miller
Printed Name of County Finance Officer

State of North Carolina County of Brunswick

County Seal Here



Revised 09-09-21

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

MEMORANDUM

TO: Brunswick County

FROM: Myra Freeman, Finance Manager

DATE: November 19, 2021

SUBJECT: FY2022 Rural Operating Assistance Program (ROAP)

The North Carolina Department of Transportation (NCDOT), Public Transportation Division (PTD) has disbursed the Rural Operating Assistance Program (ROAP) funds to Brunswick County. The period of performance for eligible program costs is July 1, 2021 – June 30, 2022. The following funds are awarded to Brunswick County for each individual ROAP program as indicated:

FY2022 Formula ROAP 1st and Final Disbursement

EDTAP	EMPLOYMENT	RGP	TOTAL FORMULA DISBURSEMENT
$110,642.00	$31,285.00	$103,954.00	$245,881.00

The disbursement amounts listed above represent 100% disbursement of total approved funds for the formula allocations for each program – Elderly and Disabled Transportation Assistance Program (EDTAP), Employment Transportation Program and Rural General Public (RGP). **It is the responsibility of the County to comply with the provisions of the ROAP guidelines and to ensure that the receipt, expenditure, and any sub-allocation of funds are tracked for <u>each individual ROAP program</u>**. Please refer to the program guidance in the FY2022 ROAP application package for eligible transportation assistance expenses and reporting requirements. ROAP program funds must be expended on eligible transportation operating expenses, as identified in the FY 2022 application.

Rural General Public (RGP) funds have a 10% local matching requirement. RGP funds may be used to provide up to, but not to exceed, ninety-percent (90%) of the fully allocated cost of each general public trip. The remaining ten-percent (10%) must be provided from fares, local funds or a combination of the two. Note however, that for each trip that is provided, the total of costs charged to the RGP program and the fare charged to the rider should not exceed the fully allocated cost of the trip.

EDTAP & EMPLOYMENT funds may be used to provide up to 100% of the fully allocated cost of the trip or allowable transportation related other service and requires no local match.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
1550 MAIL SERVICE CENTER (MSC)
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1 S WILMINGTON STREET
RALEIGH, NC 27601

Brunswick County must meet the reporting requirements as established in the program guidance, including but not limited to the submittal of an annual ROAP report.

Questions concerning the FY2022 program requirements, allocations and disbursement amount should be addressed to the Grants Administration Specialist assigned to your county.

Thank you.

cc: Transportation Director
County Manager
Finance Officer
NCDOT Grants Administration Specialist

Request Info	
Type	Budget Amendment
Description	FY22 ROAP Funding
Justification	Board Meeting 12/06/2021 - Appropriate $245,881 of NC DOT Rural Operating Funds for use in FY22; EDTAP $110,642, Employment $31,282 and RGP $103,954.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
104251	332018	Brunswick Transit System	EHTAP Grant Funds	245881	Increase	Credit	
104251	465500	Brunswick Transit System	Grant Subsidy	245881	Increase	Debit	

Total

Grand Total:	491762

Brunswick Transit System, Inc.
Rural Operating Assistance Program (ROAP)
Funds Receipt and Administration MOU

Overview and Background
The Rural Operating Assistance Program (ROAP) is a state funded public transportation grant program administered by the North Carolina Department of Transportation Public Transportation Division (NCDOT-PTD). ROAP includes the following programs:

- Elderly and Disabled Transportation Assistance Program (EDTAP)
- Employment Transportation Assistance Program (EMPL)
- Rural General Public (RGP) Program

County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds.

Requirements
NCDOT-PTD requires a written agreement that addresses the proper use and accountability of ROAP funds in any situation where the county is disbursing the ROAP funds to a non-county department or entity. Since Brunswick County is the actual and direct recipient of all ROAP funds, and Brunswick Transit System, Inc. is the sub-recipient (non-county department), a written agreement of process and accountability is needed. To follow is an outline of ROAP responsibilities, processes, and procedures as agreed upon by Brunswick County and Brunswick Transit System, Inc.

County Responsibilities Processes and Procedures
Brunswick County agrees to the following:

1. To allow Brunswick Transit System, Inc. to complete and submit all ROAP grant applications on behalf of Brunswick County.
2. To hold public hearings if requested or required in regards to the grant application.
3. To review and approve grant documents and submit required documents to Brunswick Transit System, Inc. for inclusion in the application package within such timeframes as to meet grant application deadlines.
4. To disburse electronically to Brunswick Transit System, Inc. ROAP funds received by the county.
5. To review ROAP reports supplied by Brunswick Transit System, Inc.
6. To allow Brunswick Transit System, Inc. to complete the annual report and any other required reports.
7. To be responsible for maintaining all documentation required for state reporting or auditing in regards to any ROAP funds retained by the county and not disbursed to Brunswick Transit System, Inc.

Brunswick Transit System, Inc. Responsibilities, Processes and Procedures
Brunswick Transit System, Inc. agrees to the following:

1. To place all trips into Brunswick Transit System, Inc. trip scheduling software so that trip verification and tracking can take place.
2. To use a fully allocated cost model to determine the shared per trip, per mile or per hour cost of each ROAP trip.
3. To charge a fare to the passenger for each trip taken when appropriate, with a fare rate structure that is pre-approved by the Transportation Advisory Board of Brunswick Transit System, Inc.
4. To reconcile and account for all fares according to the funding source used.
5. To use all fares generated by RGP funded trips for local match of the funds, or to provide additional RGP trips.

6. To use all fares generated by EMPL or EDTAP funded trips to provide additional respective EMPL or EDTAP trips.
7. To keep all ROAP reports or other ROAP information for a minimum of five years.
8. To be responsible for maintaining all documentation required for state reporting or auditing in regards to ROAP funds passed through to Brunswick Transit System, Inc.
9. To request from any county department or other agency information regarding expenditures and use of any ROAP funds retained by the county or sub-allocated as necessary for completion of required reports.
10. To prepare all required ROAP reports and submit to county finance officer for review.
11. To comply with any other state program implementation requirements and accountability guidelines not specifically listed in this agreement.

The period of performance for these funds will be July 1 2021 to June 30 2022. The period of performance will remain the same regardless of the date on which ROAP funds are disbursed to the county.

Randell Woodruff, Brunswick County Manager

Yvonne Hatcher, Executive Director
Brunswick Transit System, Inc.

North Carolina
Department of Transportation

Program Administration Guide
Rural Operating Assistance Program (ROAP)

North Carolina Department of Transportation
Integrated Mobility Division (IMD)
1 South Wilmington Street 1550 Mail
Service Center Raleigh, NC 27699-
1550

This document supersedes and replaces all prior Rural Operating Assistance Program Administration Guides (previously referred to as ROAP State Management Plan) effective July 2017.

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Definitions

Administrative Expenses: An amount not directly tied to a specific function but related to the organization as a whole.

Capital Expenses: An amount spent to acquire or improve a long-term asset such as equipment or buildings.

Disabled person: One who has a physical or mental impairment that substantially limits one or more major life activities, an individual who has a record of such impairment, or an individual who is regarded as having such impairment. For the purposes of ROAP, certification of eligibility will be the responsibility of the county or their designee.

Large Urbanized Areas: An urbanized area (UZA) with a population of 200,000 or more individuals, as determined by the Bureau of the Census.

Memorandum of Understanding (MOU): A formal agreement between two or more parties to establish official partnerships.

Net Project Cost: The part of a project that reasonably cannot be financed from operating revenues (i.e.: farebox recovery)

Operating Expenses: Those costs necessary to operate, maintain, and manage a public transportation system. Operating expenses usually include such costs as driver salaries, fuel, and items having a useful life of less than one year.

Public Transportation: Mass transportation by a conveyance that provides regular and continuing general or special transportation to the public, but does not include school bus, charter, or sightseeing transportation.

Recipient: An entity that receives funding directly from the State.

Regional Grant Specialist (RGS): IMD employees responsible for providing technical assistance, grant oversight, planning, administrative and operations assistance to public transportation systems in rural and urban areas.

Rural Area: An area encompassing a population of fewer than 50,000 people that has not been designated in the most recent decennial census as an urbanized area by the Secretary of Commerce.

Seniors: An individual who is 60 years of age or older

Small Urbanized Areas: A UZA with a population of at least 50,000 but less than 200,000, as determined by the Bureau of the Census.

Urbanized Area (UZA): An area encompassing a population of not less than 50,000 people that has been defined and designated in the most recent decennial census as an urbanized area by the Secretary of Commerce.

Program Overview

The Rural Operating Assistance Program (ROAP) is a state-funded public transportation program administered by the North Carolina Department of Transportation Integrated Mobility Division (IMD). County governments or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with municipalities or counties served) are the only eligible applicants for ROAP funds. ROAP includes the following funding project categories:

- ***Elderly and Disabled Transportation Assistance Program (EDTAP)***
  - ✓ ***Purposes:*** *Provides operating assistance for the transportation of the state's elderly and disabled citizens*
  - ✓ ***Legislated:*** *Yes*
    - *Originally enacted by legislation in the 1989 Session of the North Carolina General Assembly (Article 2B, 136-44.27)*
  - ✓ ***Formula:***
    - *50% divided equally among all counties;*
    - *22 ½ % based on the number of senior residents per county as a percentage of the state's total senior population;*
    - *22 ½ % based on the number of disabled residents per county as a percentage of the state's total disabled population; and*
    - *5% based on a population density factor that recognizes the higher transportation costs in rural, sparsely populated counties*
    - *Based on the EDTAP formula, these funds may be used to transport individuals living inside of or outside of an urbanized area*
  - ✓ *Funds up to 100% of the cost of service*
- ***Employment and Transportation Assistance Program (EMPL)***
  - ✓ ***Purposes:***
    - *Intended to help DSS clients that:*
      - ➢ *Transitioned off Work First or Temporary Assistance for Needy Families (TANF) in the previous 12 months; or*
      - ➢ *Workforce Development Program participants; or*
    - *Intended to help the transportation of disadvantaged public; and/or*
    - *Intended to help the general public to travel to work, employment training and/or other employment related destinations*
  - ✓ ***Legislated:*** *No*
  - ✓ ***Formula:***
    - *10% divided equally among all counties;*
    - *45% based on the population* of each county as a percentage of the total state population; and*
    - *45% based on the number of unemployed individuals in the labor force as a percentage of the number of unemployed individuals in the labor force in the state, in January, prior to application distribution*
  - ✓ *Funds up to 100% of the cost of service*

- ***Rural General Public Program (RGP)***
  - ✓ ***Purposes:*** *Intended to provide transportation services for individuals from the county who do NOT have a human service agency or organization that will pay for the transportation service.*
    - *The passenger's origin or destination must be in the rural area*
    - *RGP trips can be coordinated on vehicles with other human services trips.*
  - ✓ ***Legislated:*** *No*
  - ✓ ***Formula:***
    - *50% divided equally among all eligible counties; and*
      *50% based upon the rural population of each county as a percentage of the total state rural population. * Excludes the population of the urbanized area as defined by the 2010 Census (See Appendix B for the 2010 Census urban and rural population data)*
    - *Based on the RGP formula, services provided with these funds CANNOT be used to transport individuals whose origin AND destination is within or between the urbanized area(s), as defined by the Federal Transit Administration and the 2010 Census*
  - ✓ *Funds up to 90% of the cost of service*

Program Requirements

Connecting Communities Plans (previously referred to as Transportation Service Plans)

Funds distributed by IMD under the ROAP program shall be used in a manner consistent with the county's Coordinated Public Transit – Human Service Transportation Plan, the public transit system's Connecting Communities Plans or its equivalent, and any other transportation development plan in place in the county.

Americans with Disabilities Act of 1990 (ADA)

Titles II and III of the Americans with Disabilities Act of 1990 (ADA) provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility. The passenger trips and transportation services provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of race, color, national origin, creed, sex, or age. Sub-recipients should have procedures for investigating, tracking, and documenting complaints. (See 49 CFR Parts 28 and 37)

Eligible Use of Funds

The FY2022 ROAP funds will be distributed in the each of the program categories however counties have the flexibility to use the funds as needed to meet individual county needs. EDTAP funds must remain in the EDTAP program, however, Employment and RGP funds can be transferred to any program. ROAP funds are to be used for the eligible expenses listed in Appendix A of this document. A county which uses any ROAP funds for non-public transportation trips will not receive further disbursements of ROAP funding until the amounts of ROAP funds misspent has been repaid. ROAP funds spent will be accounted for by program on a monthly reporting basis.

Disbursement of Funds

ROAP funds shall be disbursed in the traditional program allocations in each of the ROAP programs, however, if it is determined that a lump-sum payment can be made to the County, IMD reserves the right to change the method of distributing the funds. **The RGP funding is required to be disbursed to the transit system in each county.** Counties will have the flexibility to use the ROAP funds as needed to meet their needs and to sub-allocate to other agencies and programs. The funds take on the criteria of the program for which they are being used by each trip. Milestone reports will be due monthly, accounting for the use of the ROAP funds and providing current balances. IMD will closely monitor the usage rate of the ROAP funding and reserves the right to request funds not expected to be spent by the end of the fiscal year to be returned prior to the end of the fiscal year to be redistributed to other counties who have exceeded allocated funds.

Counties with unspent ROAP funds carried over from FY 2020 – FY 2021 will retain those funds and the disbursement of FY2022 ROAP funds will be adjusted accordingly. The ROAP funds allocation table included in the application package reflects the total amount each county is allocated but actual disbursement of funds will be adjusted as necessary.

NOTE: The total amount of ROAP funds each year will be made up of the amount appropriated to the DOT by the legislature for the ROAP program plus any returned, unspent funds from the prior year. The actual amount of ROAP funds allocated from year to year can change.

- ✓ All North Carolina counties are eligible to receive a formula-based disbursement of ROAP funds.
- ✓ ROAP funds are to be used towards the cost to provide trips (operating expenses) when other funding is not available. <u>ROAP funds are NOT for administrative or capital expenses.</u>

- ✓ All eligible ROAP recipients must submit an annual application, Financial Plan and proposed budget, certifying funds will be spent on eligible activities, prior to receiving a ROAP disbursement.
- ✓ ROAP funds will be disbursed by IMD to the county or to a regional public transportation authority, created pursuant to Article 25 or Article 26 of Chapter 160A of the North Carolina General Statutes (N.C.G.S), where a written agreement exists with the municipalities or counties served. ROAP funds will NOT be disbursed to any sub-recipients selected by the county or authority. The County Finance Officer or the Executive Director of an eligible authority will be responsible for program administration at the local level. This responsibility shall NOT be delegated to any designee.
- ✓ Counties must know if any part of the county is in an urbanized area.
- ✓ ROAP funds are to be used for the eligible expenses listed in Appendix A of this document. Funds are only to be used for eligible activities and not general or medical transportation.
- ✓ IMD will closely monitor the usage rate of the ROAP funding.
- ✓ **A county which uses any ROAP funds for non-public transportation trips will be required to repay all misspent ROAP funds before additional funds will be disbursed.**

The disbursements for each ROAP program are listed, by county, in the application package. The methodology for calculating these allocations is described in the Program Overview section. The General Assembly must have an approved and certified state budget prior to ROAP funds being disbursed. The period of performance is July 1 to June 30 regardless of the date(s) the ROAP funds are disbursed to eligible recipients. Allowable expenses incurred from July 1 for each program are eligible for reimbursement. Funds are not to be used for Administrative or Operational expenses.

Interest earned on the funds will be retained by the transportation program and must be used for transportation related expenses according to program guidelines.

It is the responsibility of the eligible ROAP recipients to distribute the funds to the community transit system and/or local agencies and organizations as allowed within the program guidelines. Each county must have and employ a documented methodology for distributing ROAP funds and accounting for the trips provided by sub-recipient.

There is a Community Transportation System, operating in most counties, receiving federal and state administrative and capital funds to coordinate public transportation services with human service transportation in the county. These transit systems need operating funds in order to provide affordable transportation for the elderly, disabled and low-income persons in the county that are not receiving transportation benefits from a human service agency or organization. The Community Transportation System is an eligible sub-recipient of all ROAP funds. The county should take into consideration the need for, and importance of the public transportation services provided by the Community Transportation System when determining the distribution of ROAP funds.

Sub-allocation and Control of Funds

The county or eligible authority may choose to maintain control of the ROAP funds and reimburse sub-recipients for trip-based services after they have been provided. Or, the county or eligible authority may disburse the ROAP funds to the sub-recipients prior to trips being provided, assuming the county or authority plans to monitor throughout the period of performance whether the trips and transportation services are being provided to eligible individuals and whether all expenditures are allowable.

If the county or eligible authority decides to distribute ROAP funds to any county governmental department, the county should have the ability to account for these funds within the county's or authority's accounting system. If the county or authority passes through any ROAP funds to agencies or organizations, the county or authority should have a written agreement with them that addresses the proper use and accountability for these funds. **See Appendix A for a listing of eligible activities for each program.**

- ✓ EDTAP funds may be sub-allocated to any government agency or 501(c)(3) non-profit organization that provides services to individuals with transportation needs. The county should take into consideration the need for and importance of the PUBLIC transportation services provided by the Community Transit System when determining the sub-allocation of the EDTAP funds. If the EDTAP funds are sub-allocated to other agencies besides the Community Transportation System, these other agencies are encouraged to coordinate EDTAP-funded transportation trips with the local Community Transportation System.
- ✓ EMPL funds may be sub-allocated, by the county or eligible authority, to any government agency or 501(c)(3) non-profit organization that provides services to individuals with employment related transportation needs. If none of the Employment Transportation Assistance funds are sub-allocated to the Community Transportation System, sub-recipients are encouraged to coordinate EMPL-funded trips with the Community Transportation System.
- ✓ RGP funds must be sub-allocated by the county to the Community Transportation System. RGP funds must be used to provide transportation services to individuals who are not eligible for the same transportation services funded by any other means.

Financial Management, Monitoring & Evaluation

The basic grant/funds management requirements in N.C.G.S. 159, *Local Government Finance*, and in the *Policies Manual for Local Governments* apply to ROAP funds. The cost principles of OMB Circular 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* also apply to ROAP funds. Additionally, funds must be expended according to the program guidelines in the grant application for eligible program expenses identified.

ROAP services should be routinely monitored by the County Finance Officer or the authority's Executive Director to verify that funds are being spent on allowable expenditures, that the eligibility of service recipients is being properly documented, and that sub-allocated funds will be expended by the end of the period of performance, June 30th. The program should also be routinely evaluated to determine whether they are meeting program objectives.

Transferring Funds between Counties in a Regional Transportation System

ROAP funds may be transferred between and/or among member counties of a regional transportation system if the county commissioners agree to the transfer.
The monthly report should reflect Regional Transfer of Funds and Regional Receipt of Funds to document any transfer or receipt of ROAP funds between and/or among member counties of the regional transportation system. The regional transportation systems that are eligible for this additional flexibility are:

- Albemarle Regional Health Services (Inter-County Public Transportation Authority)
- Choanoke Public Transportation Authority
- City of Rocky Mount (Tar River Transit)
- Craven County (Craven Area Rural Transit System)
- Kerr Area Transportation Authority
- Randolph County Senior Adults Association, Inc. (Randolph County Regional Coordinated Area Transit System)
- Western Piedmont Regional Transit Authority
- Yadkin Valley Economic Development District, Inc. (Yadkin Valley Public Transportation)

Session Law 2011-207, House Bill 229 does permit regional public transportation authorities created under Article 25 or Article 26 of Chapter 160A of the General Statutes, upon written agreement with the municipalities served by a public transportation authority or counties served by the regional public transportation authority, to apply for and receive any funds to which the member municipality or counties are entitled to receive based on the distribution formula set out in subsection (d) of this section.

Transferring Funds to Match Other Grant Programs

Sub-recipients of ROAP funds are allowed to use their ROAP sub-allocation to leverage more funds by applying for other transportation grants administered by IMD. ROAP funds may ONLY be used as the local match for the following federal grant programs:

- Section 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities Program
    - ROAP can only be used to match 5310 operating
- Section 5311 – Rural Area Formula Program
    - Where operating or purchase of service is an eligible activity
- Other funds as pre-approved in the application by the assigned RGS

A Call for Applications for these grants and the application documents are posted once a year on IMD's website.

Transferring Funds between Sub-recipients

ROAP funds may be transferred from one sub-recipient to another within the county without IMD's approval.

Monthly Reporting

Monthly ROAP reports with back-up trip documentation will be required by the 30th of the following month via the ROAP SmartSheet survey link which will be provided to primary and secondary contacts.

The monthly report will include trip and expense data associated with the EDTAP, EMPL, and RGP programs. The county must include trip and expense data from agencies who have been sub-allocated ROAP funds in the monthly reports. Failure to submit ROAP reports when due could result in delay or forfeiture of future ROAP disbursements.

The County Finance Officer must certify and sign the annual ROAP report as it identifies the amount of unexpended funds to be retained, prior to the following year's ROAP allocation. This signature page will be produced through the SmartSheet database and sent to the County Finance Officer after the final invoice has been verified by IMD staff. Close monitoring by the County Finance Officer or the authority's Executive Director is required in order to ensure appropriate and maximum utilization of all program funds. It is the responsibility of the County Finance Officer to:

- Record the receipt of ROAP grant funds in a manner that will disclose the source and the purpose/program to which the funds belong, together with evidence of deposit in a financial institution;
- Ensure that ROAP funds and any interest earned on the funds are expended for eligible program expenses, that services are provided to eligible individuals, and that written documentation that supports the expenditures is maintained for at least five years;
- Advise any sub-recipients of the source of the funds, specific program requirements, eligible program expenses and reporting requirements;
- Ensure RGP trips have either the origin or destination in the specified rural area of the county,
- Include ROAP funds received and expended in its annual independent audit on the Schedule of Expenditures of Federal and State Awards and identify any of the funds passed through to other agencies;
- Complete and submit the monthly ROAP reports.

Program Auditing and Documentation

IMD is responsible for providing sufficient program monitoring and oversight to ensure that the state funds are used for the intended purpose. IMD will rely on the monthly ROAP reporting information that identifies the number of passenger trips and expenditures by program. NCDOT's External Audit Branch compares information in these reports to the ROAP expenses reported in the counties annual independent audit report.

NCDOT's External Audit Branch may do on-site audits of ROAP expenditures. This requires meeting with the County Finance Officer or the authority's Executive Director to obtain documentation of costs reported to IMD in the monthly ROAP reporting forms. Common areas of deficiency include inadequate documentation of passenger eligibility and trips. The EDTAP program serves specific populations and without documentation of eligibility, i.e., passenger is elderly and/or disabled, the auditor cannot determine if the rider met the program eligibility criteria that would allow the trip to be charged to the program. **In addition, documentation of trips reported to IMD must be retained for at least *five years* following submittal of final ROAP reports.** The inability to document trips with driver manifests, staff mileage logs, gasoline receipts, or any invoices associated with costs charged to the program will be considered ineligible expenses. The county or the authority will be invoiced for any undocumented costs.

Services throughout the Period of Performance

The ROAP funds should be managed so that services can be continuously provided during the entire twelve (12) months of the grant cycle. It may be necessary to restrict ROAP services to make the funds last. No additional ROAP funds will be available from the state. The county or eligible authority should budget local funding to avoid discontinuation of any ROAP funded service. The county must notify the assigned RGS, in writing, if any ROAP funded service is discontinued because all the funds were exhausted prior to the end of the period of performance.

Contracted Services

If any ROAP funds are sub-allocated to agencies or organizations other than the Community Transportation System, these other agencies or organizations are encouraged to coordinate ROAP funded transportation trips with the local, federally-funded Community Transportation System in the county. The Community Transportation Systems have insurance, vehicle maintenance, and driver training and safety standards mandated by the FTA.

Sub-recipients are permitted to use ROAP funds to contract with private transportation providers. Sub-recipients who choose to contract services must follow all state and federal procurement guidelines when selecting a contractor. Sub-recipients should inspect the safety record, service policies and vehicle condition of any private provider being considered. Private providers shall be required to provide documentation that a service was provided on the date billed, by whatever conveyance at the specified cost.

Application Process

An eligible recipient has the option of applying for any amount of funding up to the maximum amount allocated. Each applicant should carefully evaluate past program expenditures and other costs to determine the amount to apply for within each program. Total funds should be managed so that services can be continued for the entire 12 months.

The application documents will be posted at the NCDOT Web site and in the Documents Library at https://connect.ncdot.gov/business/Transit/Documents/Forms/AllItems.aspx. County Managers, County Finance Officers, the Rural Planning Organizations (RPO) and Transit Directors will be notified by e-mail when the application is available. The application materials are designed to enable IMD staff to better understand the services to be provided and ensure that funds are utilized as intended. Failure to complete any portion of the application may result in processing delays. The recipient should contact the Regional Grant Specialist assigned to the county if there are questions about the application.

The Application will be submitted using the drop box in EBS created for FY2022. Electronic copies of the application documents for ROAP funds must be submitted to IMD on or before the deadline. A checklist will be provided in the application documents.

Public Outreach and Involvement

The recipient should determine what the transportation needs of agencies and individuals are in the county before completing the application. It is important that eligible local agencies and interested citizens have the opportunity to participate in the sub-allocation decision. A public hearing is not required to apply. This does not prevent the county commissioners or eligible authority boards from inviting the public to request a public hearing, holding a public hearing and/or receiving support for the application during a meeting if it is required by local policy or protocol.

Certifications and Assurances

The County Manager and the County Finance Officer are required to sign a certified statement that describes the roles and responsibilities associated with the application for and acceptance of ROAP funds and guarantees that certain actions will be taken at the county level to properly administer the program. The Certified Statement must be signed, sealed with the county seal and accompany the application in order for ROAP funds to be disbursed. Eligible authorities will submit a copy of the Memorandum of Understanding (MOU) executed with each municipality in their service area with their application.

Cost of Service

Departments, agencies and/or organizations using ROAP funds to provide services shall determine a billing/reimbursement rate by mile, hour or trip that is based on the fully allocated cost of the service. The fully allocated cost of providing a trip should include both direct costs and shared (indirect) costs.

For the application, the applicant must calculate the average cost of a trip based on the projected number of trips. The average cost of a trip will be the sub-allocation amount divided by the proposed number of trips to be provided. These costs will be compared to the average cost of the trips in other counties to determine whether the cost of the proposed services is reasonable.

Application Review and Follow-up

The RGS will review the documents in the application for accuracy and completeness. The RGS will determine if the recipient is prepared to manage the ROAP funds and whether the services and/or activities are eligible and allowable. The RGS will follow-up, as needed, if more detail is required or where there are doubts that the recipient's plans for use of the funds do not provide for improved services for the targeted populations.

Local Match/Local Funding Requirements

A local match is NOT required for EDTAP and EMPL trips; funding may be used to provide up to one hundred percent (100%) of the fully allocated cost to provide a trip.

A local match IS required for RGP trips; funding may be used to provide up to ninety percent (90%) of the fully allocated cost to provide a general public trip. A minimum of ten percent (10%) must be provided from fares, local funds, or a combination of the two. Fares and/or local funds collected in excess of the minimum 10% RGP local match requirement must be used to provide additional service. The excess funds CANNOT be used to fund administrative and capital needs. IMD encourages Community Transportation Systems to keep fares reasonable to encourage ridership. The 10% local match requirement is based on the actual cost of providing RGP funded trips or other services, not the amount disbursed by IMD.

The following examples are provided to help recipients understand the local match requirement.

Example #1
Trip miles = 10 miles
Cost/mile (based on fully allocated cost) = $1.23/mile
10 miles X $1.23/mile = $12.30 cost of trip

RGP funding = 90% (.90)
$12.30 X 0.90 = $11.07 RGP funding

Local match minimum requirement = 10%
$12.30 X 0.10 = $1.23 fares and/or local funding

Example #2
Total annual RGP miles = 15,431
Cost/mile = $1.23
15,431 X $1.23 = $18,980.13 RGP cost of service

RGP funding = 90% (.90)
$18,980.13 X 0.90 = $17,082.12 RGP funding

Local match minimum requirement = 10%
$18,980.13 X 0.10 = $1,898.01 fares and/or local funding

Eligible Expenses and Activities

See the Eligible Transportation Expenses Matrix in Appendix A for examples of allowable trip purposes that can be provided under these programs. This matrix must be shared with any agency that receives a sub-allocation of ROAP funds to ensure that funds are expended according to program guidelines. **A county which uses any ROAP funds for an ineligible activity will be required to repay the amount misspent before additional ROAP funds will be disbursed.** In addition, Community Transportation systems that use ROAP funds to provide trip services must also comply with the regulations of the FTA Section 5311 Program.

Appendix A – Eligible Transportation Expense Matrix

Services must be provided to a person that meets the eligibility criteria.

Trip Based Services - Trips may be provided by car/vanpool, taxi, public transit vehicle, private transit vehicle, agency vehicle, or mileage reimbursement to a volunteer. The most cost-effective option should be chosen. Public /Private transportation providers shall be reimbursed based on the fully allocated cost per mile, per hour, or per passenger trip. Volunteers can be reimbursed for mileage only. If a human service agency uses an agency vehicle to provide the trip, the agency must include the fully allocated cost of a trip in their reimbursement request including fuel, staff time and benefits, depreciation, vehicle insurance and licensing. RGP trips can be coordinated on vehicles with human services trips as space and destination allow.

Trip Purpose	EDTAP	EMPL	RGP
Personal care, non-emergency medical appointments, pharmacy pickup, shopping, bill paying, public hearings, committee meetings,	Yes	**No**	Yes
Job interviews, job fair attendance, job readiness activities or training, GED classes	Yes	Yes	Yes
Transportation to Workplace (trip must be scheduled by the individual passenger)	Yes	Yes	Yes
Child(ren) of Working Parent transported to Child Care	**No**	Yes	Yes
Group field trips/tours to community special events	Yes	**No**	*
Overnight trips to out-of-county destinations	Yes	**No**	*
Human Service Agency appointments	Yes	**No**	Yes
Purchase of service	**No**	**No**	**No**
Human Service Agency purchase of passes, tickets or tokens from the Community Transportation System for the agency's program needs or their client's needs.	**No**	**No**	**No**

* Must be provided under the provisions of the federal Charter regulations which can be viewed at https://www.transit.dot.gov/regulations-and-guidance/access/charter-bus-service/charter-bus-service

**********IMPORTANT**********

Recipients will NOT be allowed to use ROAP funds for “other” services including fuel assistance (gas vouchers, gas cards, reimbursement to fuel provider), vehicle repairs or vehicle insurance premiums.

The fully allocated cost to provide a trip, which has traditionally been eligible for the EDTAP, EMPL and RGP programs will continue to be eligible.

Appendix B

2010 Census Data – Urban Population by County

County	Population	Urban Area Population	%Pop in Urban Area
Alamance	151,131	107,971	71.44
Alexander	37,198	4,738	12.74
Alleghany	11,155	0	0
Anson	26,948	0	0
Ashe	27,281	0	0
Avery	17,797	0	0
Beaufort	47,759	0	0
Bertie	21,282	0	0
Bladen	35,190	0	0
Brunswick	107,431	39,915	37.15
Buncombe	238,318	180,932	75.92
Burke	90,912	52,136	57.35
Cabarrus	178,011	143,551	80.64
Caldwell	83,029	54,444	65.57
Camden	9,980	0	0
Carteret	66,469	0	0
Caswell	23,719	0	0
Catawba	154,358	101,101	65.5
Chatham	63,505	6,513	10.26
Cherokee	27,444	0	0
Chowan	14,793	0	0
Clay	10,587	0	0
Cleveland	98,078	11,171	11.39
Columbus	58,098	0	0
Craven	103,505	50,503	48.79
Cumberland	319,431	276,729	86.63
Currituck	23,547	0	0
Dare	33,920	0	0
Davidson	162,878	85,699	52.62
Davie	41,240	7,062	17.12
Duplin	58,505	0	0
Durham	267,587	252,528	94.37
Edgecombe	56,552	17,349	30.68
Forsyth	350,670	324,908	92.65
Franklin	60,619	4,829	7.97
Gaston	206,086	158,926	77.12
Gates	12,197	0	0
Graham	8,861	0	0
Granville	59,916	963	1.61
Greene	21,362	0	0

County	Population	Urban Area Population	%Pop in Urban Area
Guilford	488,406	426,406	87.31
Halifax	54,691	0	0
Harnett	114,678	12,294	10.72
Haywood	59,036	26,306	44.56
Henderson	106,740	71,227	66.73
Hertford	24,669	0	0
Hoke	46,952	26,692	56.85
Hyde	5,810	0	0
Iredell	159,437	98,991	62.09
Jackson	40,271	0	0
Johnston	168,878	37,449	22.18
Jones	10,153	0	0
Lee	57,866	0	0
Lenoir	59,495	0	0
Lincoln	78,265	10,797	13.8
McDowell	44,996	0	0
Macon	33,922	0	0
Madison	20,764	1,948	9.38
Martin	24,505	0	0
Mecklenburg	919,628	909,830	98.93
Mitchell	15,579	0	0
Montgomery	27,798	0	0
Moore	88,247	0	0
Nash	95,840	50,256	52.44
New Hanover	202,667	198,178	97.79
Northampton	22,099	0	0
Onslow	177,772	105,419	59.3
Orange	133,801	95,625	71.47
Pamlico	13,144	0	0
Pasquotank	40,661	0	0
Pender	52,217	2,143	4.1
Perquimans	13,453	0	0
Person	39,464	0	0
Pitt	168,148	117,798	70.06
Polk	20,510	0	0
Randolph	141,752	21,284	15.01
Richmond	46,639	0	0
Robeson	134,168	505	0.38
Rockingham	93,643	0	0
Rowan	138,428	84,687	61.18
Rutherford	67,810	0	0
Sampson	63,431	0	0
Scotland	36,157	0	0
Stanly	60,585	0	0

County	Population	Urban Area Population	%Pop in Urban Area
Stokes	47,401	11,520	24.3
Surry	73,673	0	0
Swain	13,981	0	0
Transylvania	33,090	235	0.71
Tyrrell	4,407	0	0
Union	201,292	146,361	72.71
Vance	45,422	0	0
Wake	900,993	833,188	92.47
Warren	20,972	0	0
Washington	13,228	0	0
Watauga	51,079	0	0
Wayne	122,623	61,054	49.79
Wilkes	69,340	0	0
Wilson	81,234	638	0.79
Yadkin	38,406	0	0
Yancey	17,818	0	0

2022	FY2022 Total Allocation			
COUNTIES	EDTAP	EMPL	RGP	Total
Alamance	$ 119,320	$ 39,687	$ 86,742	$ 245,749
Alexander	$ 70,093	$ 11,255	$ 75,941	$ 157,289
Alleghany	$ 57,792	$ 5,363	$ 54,433	$ 117,588
Anson	$ 64,671	$ 9,129	$ 70,377	$ 144,177
Ashe	$ 65,782	$ 9,484	$ 70,713	$ 145,979
Avery	$ 59,737	$ 6,967	$ 61,139	$ 127,843
Beaufort	$ 79,563	$ 14,370	$ 91,385	$ 185,318
Bertie	$ 62,586	$ 8,389	$ 64,657	$ 135,632
Bladen	$ 72,342	$ 12,323	$ 78,697	$ 163,362
Brunswick	$ 118,790	$ 32,718	$ 111,329	$ 262,837
Buncombe	$ 169,134	$ 58,358	$ 101,104	$ 328,596
Burke	$ 102,435	$ 24,079	$ 82,316	$ 208,830
Cabarrus	$ 111,989	$ 46,635	$ 77,960	$ 236,584
Caldwell	$ 95,441	$ 22,481	$ 72,029	$ 189,951
Camden	$ 55,410	$ 5,149	$ 53,247	$ 113,806
Carteret	$ 91,305	$ 19,970	$ 110,273	$ 221,548
Caswell	$ 64,612	$ 8,374	$ 67,117	$ 140,103
Catawba	$ 117,041	$ 40,187	$ 96,935	$ 254,163
Chatham	$ 80,655	$ 17,668	$ 100,706	$ 199,029
Cherokee	$ 68,680	$ 9,452	$ 70,624	$ 148,756
Chowan	$ 59,758	$ 6,425	$ 58,106	$ 124,289
Clay	$ 57,038	$ 5,195	$ 53,860	$ 116,093
Cleveland	$ 103,987	$ 27,801	$ 130,905	$ 262,693
Columbus	$ 85,909	$ 17,730	$ 101,822	$ 205,461
Craven	$ 102,770	$ 26,721	$ 96,678	$ 226,169
Cumberland	$ 179,145	$ 82,800	$ 86,280	$ 348,225
Currituck	$ 60,729	$ 9,665	$ 66,943	$ 137,337
Dare	$ 68,053	$ 17,216	$ 77,415	$ 162,684
Davidson	$ 130,817	$ 42,125	$ 121,085	$ 294,027
Davie	$ 69,624	$ 12,223	$ 77,675	$ 159,522
Duplin	$ 79,773	$ 17,258	$ 102,233	$ 199,264
Durham	$ 147,412	$ 70,759	$ 58,375	$ 276,546
Eastern Band of the Cherokee	$ -	$ -	$ 51,341	$ 51,341
Edgecombe	$ 82,481	$ 19,406	$ 82,747	$ 184,634
Forsyth	$ 184,430	$ 89,458	$ -	$ 273,888
Franklin	$ 80,295	$ 17,700	$ 99,492	$ 197,487
Gaston	$ 152,123	$ 54,954	$ 90,781	$ 297,858
Gates	$ 56,804	$ 5,469	$ 55,485	$ 117,758
Graham	$ 54,733	$ 5,651	$ 51,635	$ 112,019
Granville	$ 86,182	$ 16,511	$ 102,685	$ 205,378
Greene	$ 60,588	$ 7,690	$ 64,738	$ 133,016
Guilford	$ 232,892	$ 128,994	$ 105,761	$ 467,647
Halifax	$ 86,951	$ 17,943	$ 98,383	$ 203,277

Harnett	$ 98,170	$ 31,528	$ 146,528	$ 276,226
Haywood	$ 83,844	$ 16,915	$ 76,213	$ 176,972
Henderson	$ 109,046	$ 27,221	$ 79,023	$ 215,290
Hertford	$ 65,861	$ 8,772	$ 68,076	$ 142,709
Hoke	$ 68,587	$ 14,916	$ 63,625	$ 147,128
Hyde	$ 53,764	$ 4,790	$ 49,037	$ 107,591
Iredell	$ 115,358	$ 42,457	$ 104,193	$ 262,008
Jackson	$ 71,239	$ 13,030	$ 80,555	$ 164,824
Johnston	$ 117,222	$ 44,299	$ 175,849	$ 337,370
Jones	$ 57,606	$ 5,100	$ 53,422	$ 116,128
Lee	$ 76,978	$ 17,886	$ 101,588	$ 196,452
Lenoir	$ 86,750	$ 17,629	$ 103,233	$ 207,612
Lincoln	$ 89,395	$ 22,373	$ 111,281	$ 223,049
Macon	$ 72,029	$ 11,379	$ 77,417	$ 160,825
Madison	$ 62,932	$ 7,724	$ 62,168	$ 132,824
Martin	$ 65,295	$ 9,081	$ 67,910	$ 142,286
McDowell	$ 79,333	$ 13,533	$ 88,596	$ 181,462
Mecklenburg	$ 332,632	$ 247,601	$ 53,063	$ 633,296
Mitchell	$ 60,818	$ 6,700	$ 58,900	$ 126,418
Montgomery	$ 65,593	$ 9,184	$ 71,235	$ 146,012
Moore	$ 99,118	$ 23,936	$ 132,258	$ 255,312
Nash	$ 98,090	$ 28,483	$ 89,190	$ 215,763
New Hanover	$ 137,361	$ 55,773	$ 47,704	$ 240,838
Northampton	$ 66,974	$ 8,263	$ 65,482	$ 140,719
Onslow	$ 113,351	$ 42,796	$ 116,212	$ 272,359
Orange	$ 94,849	$ 34,724	$ 81,711	$ 211,284
Pamlico	$ 59,251	$ 5,799	$ 56,441	$ 121,491
Pasquotank	$ 69,530	$ 13,779	$ 84,219	$ 167,528
Pender	$ 79,161	$ 16,346	$ 93,722	$ 189,229
Perquimans	$ 59,649	$ 6,049	$ 56,753	$ 122,451
Person	$ 71,600	$ 12,690	$ 83,011	$ 167,301
Pitt	$ 114,703	$ 46,562	$ 94,001	$ 255,266
Polk	$ 62,533	$ 7,318	$ 63,878	$ 133,729
Randolph	$ 113,906	$ 36,955	$ 164,785	$ 315,646
Richmond	$ 80,259	$ 14,638	$ 90,255	$ 185,152
Robeson	$ 119,128	$ 38,306	$ 178,105	$ 335,539
Rockingham	$ 104,542	$ 26,075	$ 137,705	$ 268,322
Rowan	$ 117,907	$ 36,856	$ 97,424	$ 252,187
Rutherford	$ 92,065	$ 19,835	$ 111,626	$ 223,526
Sampson	$ 82,897	$ 18,733	$ 107,206	$ 208,836
Scotland	$ 73,466	$ 12,682	$ 79,673	$ 165,821
Stanly	$ 81,003	$ 16,992	$ 104,333	$ 202,328
Stokes	$ 75,223	$ 13,893	$ 79,394	$ 168,510
Surry	$ 90,363	$ 20,060	$ 117,545	$ 227,968
Swain	$ 57,776	$ 7,424	$ 53,124	$ 118,324
Transylvania	$ 71,490	$ 10,300	$ 76,339	$ 158,129
Tyrrell	$ 53,139	$ 4,006	$ 47,621	$ 104,766

Union	$ 113,513	$ 51,667	$ 98,625	$ 263,805
Vance	$ 86,828	$ 14,644	$ 89,026	$ 190,498
Wake	$ 311,839	$ 226,931	$ 111,621	$ 650,391
Warren	$ 69,203	$ 7,821	$ 64,344	$ 141,368
Washington	$ 59,608	$ 6,400	$ 56,526	$ 122,534
Watauga	$ 69,405	$ 15,123	$ 94,737	$ 179,265
Wayne	$ 107,219	$ 33,146	$ 105,326	$ 245,691
Wilkes	$ 90,973	$ 18,826	$ 113,171	$ 222,970
Wilson	$ 90,273	$ 26,719	$ 124,534	$ 241,526
Yadkin	$ 68,730	$ 11,342	$ 81,943	$ 162,015
Yancey	$ 62,317	$ 6,926	$ 61,160	$ 130,403
TOTALS	**$ 9,251,566**	**$ 2,672,674**	**$ 8,634,791**	**$ 20,559,031**

Request Info	
Type	Budget Amendment
Description	Water Capital Recovery
Justification	Board Meeting 12/6/2021-Reduce the water transfer to projects of $147,382 for the remaining refundable utility capital recovery and transmission fees.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
619800	449980	Interfund Trans Water Fund	Settlements	147382	Increase	Debit
619800	498041	Interfund Trans Water Fund	Transfer to Water Capital Proj	-147382	Decrease	Credit

Total	
Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Wastewater Capital Recovery
Justification	Board Meeting 12/6/2021-To appropriate wastewater expendable net assets of $339,227 for the remaining refundable utility capital recovery and transmission fees.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
629800	449980	Interfund Trans Wastewater Fnd	Settlements	339227	Increase	Debit
629800	399200	Interfund Trans Wastewater Fnd	Expendable Net Assets Appropr	339227	Increase	Credit

Total	
Grand Total:	678454

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 12.

From:
David Stanley, Deputy County Manager

Health and Human Services - BSRI - Council of Governments Grant Agreement for Evidence Based Health Promotion FY2021 - 2022

Issue/Action Requested:
Request that the Board of Commissioners approve the Grant Agreement for the Provision of Title III-D Health Promotion/Disease Prevention Evidence Based Health Promotion FY 2021-2022 ending June 30, 2022.

Background/Purpose of Request:
This grant agreement would provide BSRI with funding in the amount of $16,720 for evidence based disease prevention and health promotion programing. The matching funds requested are covered by the concurrent year's County Allocation to BSRI.

Title III-D of the Older Americans Act was established in 1987. It provides grants to states and territories based on their share of the population aged 60 and older for programs that support healthy lifestyles and promote healthy behaviors. Evidence-based disease prevention and health promotion programs reduce the need for more costly medical interventions.

Staff recommends approval of the grant agreement.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approve the Grant Agreement for the Provision of Title III-D Health Promotion/Disease Prevention Evidence Based Health Promotion FY 2021-2022 ending June 30, 2022.

ATTACHMENTS:

Description

- SFY 2021-2022 HCCBG EBHP Grant Agreement for BSRI

E-Mailed 11/3/2021, Originals delivered by hand 11/3/21, 4:30 pm

Addressee:
Mr. David Stanley, Deputy County Manager

Re:
1. SFY 2021/2022 HCCBG EBHP Grant Agreement 3 copies.

Message:
Please review and forward as appropriate. Contract, page 5, requires the signature of the "Authorized Official of County". There are three originals, please have all sets signed.

As you know, any matching fund requests that occur with this AAA program services grant are covered by the concurrent year's County Allocation to BSRI.

Once signed, please forward the executed documents to my attention at

Judith Benson
BSRI
PO BOX 2470
Shallotte, NC 28459

Thank you for your assistance with this 2021/2022 grant signing.

Judith Gainey Benson, CPA, CFO
Brunswick Senior Resources, Inc.
jbenson@bsrinc.org

Brunswick Senior Resources, Inc.
Making a Difference

(910) 754-2300 x 1009
(910) 754-9269 (fax)
(910) 512-1301 (mobile)

J. BENSON

GRANT AGREEMENT FOR
TITLE III-D HEALTH PROMOTION/DISEASE PREVENTION
EVIDENCE BASED HEALTH PROMOTION FY 2021-2022

I. PARTIES TO THE CONTRACT

This agreement is made and entered into this 23rd day of August 2021 between the CAPE FEAR COUNCIL OF GOVERNMENTS, hereinafter referred to as the "CFCOG," and BRUNSWICK SENIOR RESOURCES, INC. hereinafter referred to as the "Grantee."

II. EFFECTIVE PERIOD OF CONTRACT

This contract shall be effective July 1, 2021 and shall terminate on June 30, 2022.

III. GENERAL PROVISIONS

Subject to the terms and conditions hereinafter set forth, the CFCOG agrees to grant Title III-D Health Promotion/Disease Prevention funds per the NC Division of Aging and Adult Services intrastate funding formula to the Grantee for the purpose of providing Evidence Based Health Promotion activities for senior adults described herein and in accordance with the NC Division of Aging and Adult Services Title III-D Aging Service Standards as well as Title III-D Health Promotion and Disease Prevention Revision: Administrative Letter No. DAAS-12-05, dated April 24, 2012. The terms set forth in this agreement for payment are contingent upon availability of funding.

IV. GRANT AMOUNT

The total payment under this contract shall not exceed $16,720.00 for disease prevention and health promotion. The Grantee is accountable for ensuring the local cash matching requirement for $1,858.00 is provided.

V. DOCUMENTATION OF EXPENSES

The Grantee shall maintain full and complete documentation of all expenses associated with performing Title III-D activities. Documentation in the form of paid invoices and canceled checks shall be submitted to the CFCOG at the time of the reimbursement request. Grantee shall maintain all financial and program records for a period of three (3) years from the date of final payment under this agreement.

VI. COMPENSATION AND PAYMENTS TO GRANTEE

The Grantee shall be compensated for the services and/or activities actually performed under this contract by a line item accounting showing how these grant funds were expended. Payments will be made monthly upon request for reimbursement by Grantee. Reimbursement requests, along with paid invoices, must be submitted to the CFCOG no later than the fifth working day of the month in order to be considered for payment at the end of that month. Final invoices must be at the CFCOG offices no later than 5 p.m. on June 30, 2022. Any invoices received after that time will not be considered for payment.

Payment of funds will be based upon the Aging Resources Management System (ARMS) Provider Reimbursement Report (ZGA370-7). The CFCOG will forward payment of the approved budget expenditure at the end of each month.

VII. REALLOCATION OF GRANT FUNDS

It is understood and agreed, that in the event that the Grantee's rate of progress on this contract is leading to underutilization of the funds allocated, and if the Grantee cannot demonstrate how funds will be fully utilized during the contract period, then, upon notice to the Grantee, the Council may decrease the total compensation to be paid hereunder in order to reallocate funds to other Grantees.

VIII. AMENDMENTS AND REPROGRAMMING OF FUNDS

This contract may be modified by written amendment at any time. It is understood and agreed that, in the event that the amount of funds received from the NC Division of Aging and Adult Services is reduced or increased from the amount(s) quoted, the CFCOG may, in turn, decrease or increase the total compensation and reimbursement to be paid. Such changes, including any increase or decrease in the amount of the Grantee's compensation shall be incorporated in written amendments to this contract and signed by both parties.

IX. MONITORING, AUDITING, AND REPORTING

The Grantee agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and 2 CFR Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the CFCOG. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of 2 CFR Part 200 but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit unless it is a federal requirement. State funds will not be used to pay for a Single or Yellow Book audit if the provider receives less than $500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting

Less than $25,000 in State or Federal funds	Certification form and State Grants Compliance Reporting <$25,000 (item # 11, Activities and Accomplishments does not have to be completed) OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
Greater than $25,000 and less than $500,000 in State funds or $750,000 in Federal funds	Certification form and Schedule of Grantee Receipts >$25,000 and Schedule of Receipts and Expenditures OR Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	N/A
$500,000 or more in State funds but less than $750,000 in Federal pass through funds	Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book)	May use State funds, but not Federal Funds
$500,000 or more in State funds and $750,000 or more in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use State and Federal funds
Less than $500,000 in State funds and $750,000 or more in Federal pass through funds	Audited Financial Statement in compliance with OMB Uniform Guidance 2 CFR Part 200 (i.e. Single Audit)	May use Federal funds, but not State funds.

Representatives of the CFCOG and the NC Division of Aging and Adult Services may at any reasonable times review and inspect the service activities and data collected pursuant to this Agreement. All reports and computations prepared by or for the Grantee shall be made available to authorized representatives of the CFCOG, and the NC Division of Aging and Adult Services for inspection and review at any reasonable time in the Grantee's office. Approval and acceptance of such material shall not relieve the Grantee of its professional obligation to discover and correct, at its expense, any errors found in the work.

It is further understood that the community service providers are responsible to the CFCOG for clarifying any audit exceptions that may arise from any CFCOG assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the CFCOG or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the Grantee shall promptly repay such funds to the CFCOG once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the CFCOG is designated as a community service provider through the County Funding Plan or, if as a part of a procurement process, the CFCOG enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the CFCOG is responsible for any disallowed

costs. The Grantee or CFCOG can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Circular A-122 requirements, requirements of 2 CFR Part 200, requirements of 45 CFR Part 1321 and 45 CFR Part 92, or state eligibility requirements as specified in policy.

To ensure adequate review and evaluation of the work and proper coordination among interested parties, the CFCOG shall be kept fully informed concerning the progress of the work and services to be performed. Grantee agrees to submit to the CFCOG, each quarter, a list of those EBHP required programs that have been provided and what outreach activities (for example: media efforts) have been expended in order to increase capacity to serve the county with EBHP. CFCOG staff will conduct on-site assessments and may also make unannounced visits for the purpose of evaluating the Grantee's work.

X. COMPLIANCE WITH TITLE VI & VIII OF CIVIL RIGHTS ACT, SECTION 504 OF THE REHABILITATION ACT, AND AMERICANS WITH DISABILITIES ACT

The Grantee shall comply with Title VI and VIII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 (ADA) and all requirements imposed by Federal regulations, rules and guidelines issued pursuant to these Titles and the ADA for both personnel employed and clients served.

XI. CONFLICT OF INTEREST

The Grantee expressly states that he presently has not interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Grantee shall not employ any person having such interest during the performance of this contract.

XII. CONFIDENTIALITY

Any reports, recipient information, data, or other materials given to or prepared or assembled by the Grantee under this Agreement which the CFCOG requests to be kept confidential shall not be made available to any individual or organization by the Grantee without prior written approval of the CFCOG.

XIII. INDEMNITY

Grantee shall indemnify and hold the CFCOG, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or an account of property damages arising out of or relating to the work to be performed by the Grantee hereunder, resulting from the negligence of or the willful act of omission of the Grantee, his agents, employees, and subcontractors.

XIV. ATTENDANCE AT REGION O AREA AGENCY ON AGING MEETINGS

The Grantee, upon request of the AAA Administrator/Designee, will make efforts to attend any committee or special meeting relating to the project.

XV. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement or if the Grantee shall violate any of the covenant, agreements or stipulations of this Agreement, the CFCOG shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof. The date of notice shall be at least fifteen (15) days before the effective date of such termination.

The Grantee shall have the right to terminate this Agreement by giving the CFCOG written notice of such termination at least 15 days prior to the effective date of the termination. In such event, all finished documents and other materials collected or produced under this Agreement shall, at the option of the CFCOG, become its property. The Grantee shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.

IN WITNESS THEREOF, THE CAPE FEAR COUNCIL OF GOVERNMENTS AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.

CAPE FEAR COUNCIL OF GOVERNMENTS:

By: _____
Allen Serkin, Executive Director

By: _____
Holly Pilson, Area Agency on Aging Director

This instrument has been preaudited in the manner required by the local government budget and fiscal control act.

_____
Dawn Tucker, Finance Officer

GRANTEE:

BRUNSWICK SENIOR RESOURCES, INC. 01-0656674
Name of Organization Organization SSAN and/or Federal Tax ID No.

By: _____ JAMES M. FISH, President/CEO
Authorized Lead Agency Official

By: _____
Authorized Official of County or Organization Providing Matching Funds

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 13.

From:
David Stanley, Deputy County Manager

Health and Human Services - Health Services - AA - 716 CDC COVID-19 Vaccination Program

Issue/Action Requested:
Request that the Board of Commissioners approve the additional funding presented with Revised Agreement Addendum # 1 for 716 CDC COVID-19 Vaccination Program.

Background/Purpose of Request:
The purpose of this agreement is to facilitate the continued efforts to provide access to vaccinations according to the CDC/HHS recommendations. The supplemental amount of funding in 716 CDC COVID-19 Revised Agreement Addendum # 1 is $228,886.

Staff recommends approval of the revised agreement.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $228,886 of federal revenues for the COVID -19 mass vaccination program

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approve the additional funding presented with Revised Agreement Addendum # 1 for 716 CDC COVID-19 Vaccination Program.

ATTACHMENTS:

Description

- 716 CDC COVID - 19 Vaccination Program Rev 1
- 202011206 Budget Amendment Health AA 716 COVID Vaccine.pdf

Division of Public Health
Agreement Addendum
FY 21-22

Brunswick County Health and Human Services
Local Health Department Legal Name

Women's and Children's Health Section / Immunization Branch
DPH Section / Branch Name

716 CDC COVID-19 Vaccination Program
Activity Number and Description

Richard Carney, 919-707-5554
richard.carney@dhhs.nc.gov
DPH Program Contact
(name, phone number, and email)

06/01/2021 – 05/31/2022
Service Period

DPH Program Signature **Date**
(only required for a negotiable agreement addendum)

07/01/2021 – 06/30/2022
Payment Period

☐ **Original Agreement Addendum**
☒ **Agreement Addendum Revision # 1**

I. Background:
No change.

II. Purpose:
This Agreement Addendum Revision #1 updates some of the requirements as indicated in Section III below. These updated requirements allow the Local Health Department staff to continue to provide equitable access to services for this Activity while mitigating overall community spread of COVID-19 with an expanded emphasis on eligible children and adolescents under 18 years of age and COVID-19 boosters, in addition to ongoing primary COVID-19 vaccination series

There is additional funding associated with this Revision.

III. Scope of Work and Deliverables:
As of November 1, 2021, this Agreement Addendum Revision #1 makes the following changes:

***Replace Paragraph 1 in its entirety** with the following:*

1. From June 1 through October 31, 2021, vaccinate eligible populations according to the CDC COVID-19 Vaccination Program Provider Agreement.

   As of November 1, 2021, vaccinate eligible populations according to the most current official CDC/HHS recommendations for COVID-19 Vaccines as published as in the Morbidity and Mortality Weekly Report (MMWR).

Health Director Signature (use blue ink) Date

Local Health Department to complete:
(If follow-up information is needed by DPH)
LHD program contact name:
Phone number with area code:
Email address:

Signature on this page signifies you have read and accepted all pages of this document.

Replace Paragraph 3 in its entirety *with the following:*

3. From June 1 through October 31, 2021, identify community vaccination providers (e.g., pharmacies, occupational health settings, doctors' offices) to combine efforts and implement strategies to vaccinate eligible populations with a focus on vaccine hesitant populations.

   As of November 1, 2021, identify community vaccination partners (e.g., pediatricians, pharmacies, occupational health settings, schools, and other physician offices) to combine efforts and implement strategies to vaccinate all eligible populations with a focus on providing vaccines to eligible children and adolescents under 18 years of age and on providing COVID-19 boosters. Efforts and strategies are to include family-friendly events, school-based vaccination, and ensure equitable access.

IV. Performance Measures/Reporting Requirements:
No change.

V. Performance Monitoring and Quality Assurance:
No change.

VI. Funding Guidelines or Restrictions:
No change.

FY22 Activity: 716 CDC COVID-19 Vaccination Program **Supplement 2**

Supplement reason: ☒ In AA+BE or AA+BE Rev –OR– ☐ –

CFDA #: 93.268	Fed awd date: 3/31/21	Is award R&D? no	FAIN: NH23IP922624	Total amount of fed awd: $ 94768784

CFDA name: 93.268 Immunization Cooperative Agreements

Fed award project description: CDC-RFA-IP19-1901 Immunization and Vaccines for Children Grant Amendment Supplement Action – COVID 4:

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award indirect cost rate: n/a % %

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Alamance	965194483	343209	343209
Albemarle	130537822	1078710	1832750
Alexander	030495105	147771	147937
Anson	847163029	216515	323716
Appalachian	780131541	360567	493586
Beaufort	091567776	188996	324644
Bladen	084171628	250426	389279
Brunswick	091571349	228886	396760
Buncombe	879203560	388445	1053922
Burke	883321205	273215	443452
Cabarrus	143408289	349073	838067
Caldwell	948113402	194700	426299
Carteret	058735804	152305	261691
Caswell	077846053	169179	238220
Catawba	083677138	298172	485160
Chatham	131356607	172242	246870
Cherokee	130705072	107033	126933
Clay	145058231	51226	111589
Cleveland	879924850	257204	340109
Columbus	040040016	269111	408063
Craven	091564294	273695	337952
Cumberland	123914376	567643	642643
Dare	082358631	82338	82338
Davidson	077839744	320899	788335
Davie	076526651	130996	201790
Duplin	095124798	299150	371724
Durham	088564075	514327	1322682
Edgecombe	093125375	276289	276289
Foothills	782359004	398352	520302
Forsyth	105316439	580856	1673745
Franklin	084168632	185826	199895
Gaston	071062186	366128	874982
Graham	020952383	113863	115033
Granville-Vance	063347626	464129	804948
Greene	091564591	263847	364757
Guilford	071563613	765104	1579769
Halifax	014305957	262965	262965
Harnett	091565986	299331	558869
Haywood	070620232	120927	177734
Henderson	085021470	205226	402287
Hoke	091563643	241747	329871
Hyde	832526243	166168	249262
Iredell	074504507	281624	733824
Jackson	019728518	143402	286939
Johnston	097599104	357434	584301
Jones	095116935	187134	248267
Lee	067439703	237908	394032
Lenoir	042789748	300690	513905
Lincoln	086869336	141053	284237
Macon	070626825	101513	255602
Madison	831052873	81472	170059
MTW	087204173	512930	586796
Mecklenburg	074498353	1433639	3671110
Montgomery	025384603	215518	314613
Moore	050988146	184865	268135
Nash	050425677	279610	540685
New Hanover	040029563	342405	342405
Northampton	097594477	201072	230716
Onslow	172663270	369423	851731
Orange	139209659	263260	263260
Pamlico	097600456	140247	182539
Pender	100955413	157356	157356
Person	091563718	182935	182935
Pitt	080889694	352244	592498
Polk	079067930	94163	109323
Randolph	027873132	297311	311324
Richmond	070621339	275413	441170
Robeson	082367871	389489	389489
Rockingham	077847143	230273	230791
Rowan	074494014	307539	734726
Sampson	825573975	299135	402304
Scotland	091564146	257630	359338
Stanly	131060829	164045	164045
Stokes	085442705	98906	242464
Surry	077821858	230447	230867
Swain	146437553	157505	263883
Toe River	113345201	303112	643428
Transylvania	030494215	79149	170474
Union	079051637	335968	728202
Wake	019625961	1386072	1670457
Warren	030239953	200846	200846
Wayne	040036170	357238	455396
Wilkes	067439950	204585	429807
Wilson	075585695	295361	387001
Yadkin	089910624	171293	336786

DPH-Aid-To-Counties **For Fiscal Year: 21/22** **Budgetary Estimate Number : 3**

Activity 716 Service Period Payment Period	AA	1331 6220 P7 06/01-05/31 07/01-06/30	Total Allocated	1331 6220 P7 06/01-05/31 07/01-06/30	Total Allocated	1331 629B 4Q 06/01-05/31 07/01-06/30	Total Allocated	1331 6315 LD 06/01-05/31 07/01-06/30	Total Allocated	1331 639B P7 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance	* 2	0	$0.00	0	$0.00	0	$0.00	343,209	$0.00	0	$0.00	343,209	343,209
D1 Albemarle	* 3	0	$75,000.00	0	$0.00	0	$0.00	1,078,710	$0.00	0	$679,040.00	1,078,710	1,832,750
02 Alexander	* 2	0	$0.00	0	$0.00	0	$0.00	147,771	$0.00	0	$166.00	147,771	147,937
04 Anson	* 2	0	$0.00	0	$0.00	0	$0.00	216,515	$0.00	0	$107,201.00	216,515	323,716
D2 Appalachian	* 2	0	$0.00	0	$0.00	0	$0.00	360,567	$0.00	0	$133,019.00	360,567	493,586
07 Beaufort	* 2	0	$0.00	0	$0.00	0	$2,050.00	188,996	$0.00	0	$133,598.00	188,996	324,644
09 Bladen	* 2	0	$0.00	0	$0.00	0	$10,666.00	250,426	$0.00	0	$128,187.00	250,426	389,279
10 Brunswick	* 2	0	$0.00	0	$0.00	0	$0.00	228,886	$0.00	0	$167,874.00	228,886	396,760
11 Buncombe	* 3	0	$75,000.00	0	$0.00	0	$0.00	388,445	$0.00	0	$590,477.00	388,445	1,053,922
12 Burke	* 2	0	$0.00	0	$0.00	0	$0.00	273,215	$0.00	0	$170,237.00	273,215	443,452
13 Cabarrus	* 2	0	$0.00	0	$0.00	0	$3,861.00	349,073	$0.00	0	$485,133.00	349,073	838,067
14 Caldwell	* 2	0	$0.00	0	$0.00	0	$0.00	194,700	$0.00	0	$231,599.00	194,700	426,299
16 Carteret	* 2	0	$0.00	0	$0.00	0	$0.00	152,305	$0.00	0	$109,386.00	152,305	261,691
17 Caswell	* 2	0	$0.00	0	$0.00	0	$0.00	169,179	$0.00	0	$69,041.00	169,179	238,220
18 Catawba	* 3	0	$75,000.00	0	$0.00	0	$0.00	298,172	$0.00	0	$111,988.00	298,172	485,160
19 Chatham	* 2	0	$0.00	0	$0.00	0	$9,383.00	172,242	$0.00	0	$65,245.00	172,242	246,870
20 Cherokee	* 2	0	$0.00	0	$0.00	0	$0.00	107,033	$0.00	0	$19,900.00	107,033	126,933
22 Clay	* 2	0	$0.00	0	$0.00	0	$0.00	51,226	$0.00	0	$60,363.00	51,226	111,589
23 Cleveland	* 2	0	$0.00	0	$0.00	0	$0.00	257,204	$0.00	0	$82,905.00	257,204	340,109
24 Columbus	* 2	0	$0.00	0	$0.00	0	$0.00	269,111	$0.00	0	$138,952.00	269,111	408,063
25 Craven	* 2	0	$0.00	0	$0.00	0	$0.00	273,695	$0.00	0	$64,257.00	273,695	337,952
26 Cumberland	* 3	0	$75,000.00	0	$0.00	0	$0.00	567,643	$0.00	0	$0.00	567,643	642,643
28 Dare	* 2	0	$0.00	0	$0.00	0	$0.00	82,338	$0.00	0	$0.00	82,338	82,338
29 Davidson	* 2	0	$0.00	0	$0.00	0	$37,214.00	320,899	$0.00	0	$430,222.00	320,899	788,335
30 Davie	* 2	0	$0.00	0	$0.00	0	$0.00	130,996	$0.00	0	$70,794.00	130,996	201,790
31 Duplin	* 2	0	$0.00	0	$0.00	0	$0.00	299,150	$0.00	0	$72,574.00	299,150	371,724
32 Durham	* 3	0	$75,000.00	0	$0.00	0	$0.00	514,327	$0.00	0	$733,355.00	514,327	1,322,682
33 Edgecombe	* 2	0	$0.00	0	$0.00	0	$0.00	276,289	$0.00	0	$0.00	276,289	276,289
D7 Foothills	* 2	0	$0.00	0	$0.00	0	$0.00	398,352	$0.00	0	$121,950.00	398,352	520,302
34 Forsyth	* 3	0	$75,000.00	0	$0.00	0	$116,687.00	580,856	$0.00	0	$901,202.00	580,856	1,673,745
35 Franklin	* 2	0	$0.00	0	$0.00	0	$0.00	185,826	$0.00	0	$14,069.00	185,826	199,895
36 Gaston	* 2	0	$0.00	0	$0.00	0	$0.00	366,128	$0.00	0	$508,854.00	366,128	874,982
38 Graham	* 2	0	$0.00	0	$0.00	0	$0.00	113,863	$0.00	0	$1,170.00	113,863	115,033
D3 Gran-Vance	* 2	0	$0.00	0	$0.00	0	$0.00	464,129	$0.00	0	$340,819.00	464,129	804,948
40 Greene	* 2	0	$0.00	0	$0.00	0	$10,007.00	263,847	$0.00	0	$90,903.00	263,847	364,757
41 Guilford	* 2	0	$0.00	0	$0.00	0	$0.00	765,104	$0.00	0	$814,665.00	765,104	1,579,769
42 Halifax	* 2	0	$0.00	0	$0.00	0	$0.00	262,965	$0.00	0	$0.00	262,965	262,965
43 Harnett	* 2	0	$0.00	0	$0.00	0	$0.00	299,331	$0.00	0	$259,538.00	299,331	558,869
44 Haywood	* 2	0	$0.00	0	$0.00	0	$0.00	120,927	$0.00	0	$56,807.00	120,927	177,734
45 Henderson	* 3	0	$75,000.00	0	$0.00	0	$0.00	205,226	$0.00	0	$122,061.00	205,226	402,287
47 Hoke	* 2	0	$0.00	0	$0.00	0	$0.00	241,747	$0.00	0	$88,124.00	241,747	329,871
48 Hyde	* 2	0	$0.00	0	$0.00	0	$21,336.00	166,168	$0.00	0	$61,758.00	166,168	249,262
49 Iredell	* 2	0	$0.00	0	$0.00	0	$0.00	281,624	$0.00	0	$452,200.00	281,624	733,824
50 Jackson	* 2	0	$0.00	0	$0.00	0	$0.00	143,402	$0.00	0	$143,537.00	143,402	286,939
51 Johnston	* 2	0	$0.00	0	$0.00	0	$0.00	357,434	$0.00	0	$226,867.00	357,434	584,301
52 Jones	* 2	0	$0.00	0	$0.00	0	$0.00	187,134	$0.00	0	$61,133.00	187,134	248,267
53 Lee	* 2	0	$0.00	0	$0.00	0	$0.00	237,908	$0.00	0	$156,124.00	237,908	394,032
54 Lenoir	* 2	0	$0.00	0	$0.00	0	$34,608.00	300,690	$0.00	0	$178,607.00	300,690	513,905
55 Lincoln	* 2	0	$0.00	0	$0.00	0	$0.00	141,053	$0.00	0	$143,184.00	141,053	284,237

56 Macon	* 2	0	$0.00	0	$0.00	0	$22,429.00	101,513	$0.00	0	$131,660.00	101,513	255,602
57 Madison	* 2	0	$0.00	0	$0.00	0	$0.00	81,472	$0.00	0	$88,587.00	81,472	170,059
D4 M-T-W	* 2	0	$0.00	0	$0.00	0	$2,193.00	512,930	$0.00	0	$71,673.00	512,930	586,796
60 Mecklenburg	* 2	0	$0.00	0	$0.00	0	$0.00	1,433,634	$0.00	0	$2,237,476.00	1,433,634	3,671,110
62 Montgomery	* 2	0	$0.00	0	$0.00	0	$7,097.00	215,518	$0.00	0	$91,998.00	215,518	314,613
63 Moore	* 2	0	$0.00	0	$0.00	0	$0.00	184,865	$0.00	0	$83,270.00	184,865	268,135
64 Nash	* 2	0	$0.00	0	$0.00	0	$0.00	279,610	$0.00	0	$261,075.00	279,610	540,685
65 New Hanover	* 2	0	$0.00	0	$0.00	0	$0.00	342,405	$0.00	0	$0.00	342,405	342,405
66 Northampton	* 2	0	$0.00	0	$0.00	0	$0.00	201,072	$0.00	0	$29,644.00	201,072	230,716
67 Onslow	* 2	0	$0.00	0	$0.00	0	$0.00	369,423	$0.00	0	$482,308.00	369,423	851,731
68 Orange	* 2	0	$0.00	0	$0.00	0	$0.00	263,260	$0.00	0	$0.00	263,260	263,260
69 Pamlico	* 2	0	$0.00	0	$0.00	0	$0.00	140,247	$0.00	0	$42,292.00	140,247	182,539
71 Pender	* 2	0	$0.00	0	$0.00	0	$0.00	157,356	$0.00	0	$0.00	157,356	157,356
73 Person	* 2	0	$0.00	0	$0.00	0	$0.00	182,935	$0.00	0	$0.00	182,935	182,935
74 Pitt	* 2	0	$0.00	0	$0.00	0	$0.00	352,244	$0.00	0	$240,254.00	352,244	592,498
75 Polk	* 2	0	$0.00	0	$0.00	0	$0.00	94,163	$0.00	0	$15,160.00	94,163	109,323
76 Randolph	* 2	0	$0.00	0	$0.00	0	$0.00	297,311	$0.00	0	$14,013.00	297,311	311,324
77 Richmond	* 2	0	$0.00	0	$0.00	0	$13,518.00	275,413	$0.00	0	$152,239.00	275,413	441,170
78 Robeson	* 2	0	$0.00	0	$0.00	0	$0.00	389,489	$0.00	0	$0.00	389,489	389,489
79 Rockingham	* 2	0	$0.00	0	$0.00	0	$0.00	230,273	$0.00	0	$518.00	230,273	230,791
80 Rowan	* 2	0	$0.00	0	$0.00	0	$56,434.00	307,539	$0.00	0	$370,753.00	307,539	734,726
82 Sampson	* 2	0	$0.00	0	$0.00	0	$0.00	299,135	$0.00	0	$103,169.00	299,135	402,304
83 Scotland	* 2	0	$0.00	0	$0.00	0	$0.00	257,630	$0.00	0	$101,708.00	257,630	359,338
84 Stanly	* 2	0	$0.00	0	$0.00	0	$0.00	164,045	$0.00	0	$0.00	164,045	164,045
85 Stokes	* 2	0	$0.00	0	$0.00	0	$0.00	98,906	$0.00	0	$143,558.00	98,906	242,464
86 Surry	* 2	0	$0.00	0	$0.00	0	$0.00	230,447	$0.00	0	$420.00	230,447	230,867
87 Swain	* 2	0	$0.00	0	$0.00	0	$23,711.00	157,505	$0.00	0	$82,667.00	157,505	263,883
D6 Toe River	* 2	0	$0.00	0	$0.00	0	$73,293.00	303,112	$0.00	0	$267,023.00	303,112	643,428
88 Transylvania	* 2	0	$0.00	0	$0.00	0	$0.00	79,149	$0.00	0	$91,325.00	79,149	170,474
90 Union	* 2	0	$0.00	0	$0.00	0	$0.00	335,968	$0.00	0	$392,234.00	335,968	728,202
92 Wake	* 3	0	$75,000.00	0	$0.00	0	$0.00	1,386,072	$0.00	0	$209,385.00	1,386,072	1,670,457
93 Warren	* 2	0	$0.00	0	$0.00	0	$0.00	200,846	$0.00	0	$0.00	200,846	200,846
96 Wayne	* 2	0	$0.00	0	$0.00	0	$0.00	357,238	$0.00	0	$98,158.00	357,238	455,396
97 Wilkes	* 2	0	$0.00	0	$0.00	0	$17,080.00	204,585	$0.00	0	$208,142.00	204,585	429,807
98 Wilson	* 2	0	$0.00	0	$0.00	0	$0.00	295,361	$0.00	0	$91,640.00	295,361	387,001
99 Yadkin	* 2	0	$0.00	0	$0.00	0	$29,313.00	171,293	$0.00	0	$136,180.00	171,293	336,786
Totals		0	600,000	0	0	0	490,880	25,000,000	0	0	15,837,614	25,000,000	41,928,494

Sign and Date - DPH Program Administrator 22NOV21	Sign and Date - DPH Section Chief 11/22/21
Sign and Date - DPH ~~Contracts~~ Office - ATC Coordinator Budget 11/22/2021	Sign and Date - DPH Budget Officer 11/22/2021

Request Info	
Type	Budget Amendment
Description	Health AA 716 COVID Vaccine
Justification	Board Meeting 12/6/2021 -Appropriate $228,886 of federal revenues for agreement addendum #1 for activity 716-CDC COVID-19 Vaccination Program to help support activities associated with COVID-19 mass vaccination planning and implementation.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
135186	331000	Bioterrorism Preparedness	Federal Revenues	228886	Increase	Credit
135186	465510	Bioterrorism Preparedness	Grant Subsidy-COVID-19	228886	Increase	Debit

Total

Grand Total:	457772

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 14.

From:
Stephanie Lewis, Operation Services Director

Operation Services - Access Security System

Issue/Action Requested:
Request that the Board of Commissioners approve a rider to the Johnson Controls Security Solutions, LLC Agreement for additional door security at the Brunswick County Government Center.

Background/Purpose of Request:
Operation Services has evaluated the government center exterior doors, excluding the courthouse and doors currently on the Sheriff's Office's contract, to determine any additional needs to meet code regulations and/or to provide a card reader/card swipe system. It was determined that the double front doors on most buildings need an additional door lock in order to meet current building code.

The cost for this project is $90,203.65 which includes $3,023.55 recurring annual maintenance costs. Funds were approved in 104280-435100 for FY22.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approve a rider to the Johnson Controls Security Solutions, LLC Agreement for additional door security at the Brunswick County Government Center.

ATTACHMENTS:

Description

- Johnson Controls Rider

DocuSign Envelope ID: FA4746F6-D321-465E-8349-D85D59CE591C

Johnson Controls

8 8 8 1 U E 0 1

TOWN NO	CUSTOMER NO	JOB NO	PO NO	ESTIMATE NO
0437-WILMINGTON, NC	**143704033**			**1-6FP6VNX**

RIDER
For Additional Equipment and/or Services

THIS RIDER made on 12/06/2021 (the "Rider") is part of and is to be attached to the "Agreement" by and between Johnson Controls Security Solutions LLC (f/k/a Tyco Integrated Security LLC) (hereinafter "Johnson Controls ") and Brunswick County Government Center d/b/a Brunswick County Government Center (hereinafter, "Customer") for the System in the "Premises" of Customer located at 179 March 9 1764 Dr, Bolivia, NC 28422.

The Customer hereby requests, and Johnson Controls agrees to install, the following additional Systems, Services, and/or Equipment as described in this Rider and the attached **Scope of Work; Contract Notes:**

Qty	Product Name	Location
1	Bldg N estimate 1-4YRXC1Z $11,153.70 outright sale $533.71 Annual Service Charge	Bldg. N
1	BRIVO ACS6008 EXPANSION CHASSIS (ACCOMMODATES FOUR (4) EXPANSION BOARDS) - COMPA	Bldg. N
1	TWO READER EXPANSION BOARD	Bldg. N
2	ProxPoint Reader, Weigand, Classic black	Bldg. N
2	DUAL TECHNOLOGY REQUEST-TO-EXIT, RANGE CONTROLLED RADAR/PIR, WHITE	Bldg. N
2	SGSS RTE STA 2"SQ IL BTN 30SEC	Bldg. N
5	DOOR CONTACT SURFACE MOUNT W 12 " LEEDS WIRE BROWN	Bldg. N
1	Power Supply / Charger- 12VDC @ 4 Amp or 24VDC @ 3 Amp. UL/CUL Listed. Burg (UL603) Fire (UL 1481) A	Bldg. N
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	Bldg. N
250	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	Bldg. N
250	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	Bldg. N
1	6-Mag Lock 1200 lb, 5-Angle Brackets	Bldg. N
1	Bldg I estimate 1-4Y3MFFN $12,002.55 outright sale $253.51 Annual Service Charge	Bldg. I
1	TWO READER EXPANSION BOARD	Bldg. I
1	Altronics 6 AMP UL Listed Power Supply (to be sold with all new micros)	Bldg. I
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	Bldg. I
1	DUAL TECHNOLOGY REQUEST-TO-EXIT, RANGE CONTROLLED RADAR/PIR, WHITE	Bldg. I
2	SGSS RTE STA 2"SQ IL BTN 30SEC	Bldg. I
5	DOOR CONTACT SURFACE MOUNT W 12 " LEEDS WIRE BROWN	Bldg. I
1	ProxPoint Reader, Weigand, Classic black	Bldg. I
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	Bldg. I
40	Conduit	Bldg. I
1	POC to 4 mags and 2 strikes	Bldg. I
1	4-Mag Locks, 4-Angle Brackets, 3-Strikes	Bldg. I
1	One year warranty as per State Contract	Bldg. I
1	Bldg H estimate 1-4Y47C05 $6,705.63 outright sale $208.67 Annual Service Charge	Bldg. H
1	ProxPoint Reader, Weigand, Classic black	Bldg. H
1	DUAL TECHNOLOGY REQUEST-TO-EXIT, RANGE CONTROLLED RADAR/PIR, WHITE	Bldg. H

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2	SGSS RTE STA 2"SQ IL BTN 30SEC	Bldg. H
3	DOOR CONTACT SURFACE MOUNT W 12 " LEEDS WIRE BROWN	Bldg. H
1	Power Supply / Charger- 12VDC @ 4 Amp or 24VDC @ 3 Amp. UL/CUL Listed. Burg (UL603) Fire (UL 1481) A	Bldg. H
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	Bldg. H
250	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	Bldg. H
1	4-Mag Locks, 2- Angle Brackets	Bldg. H
1	Bldg G estimate 1-4YRPCH7 $6,691.63 outright sale $208.67 Annual Service Charge	Bldg. G
1	ProxPoint Reader, Weigand, Classic black	Bldg. G
1	DUAL TECHNOLOGY REQUEST-TO-EXIT, RANGE CONTROLLED RADAR/PIR, WHITE	Bldg. G
2	SGSS RTE STA 2"SQ IL BTN 30SEC	Bldg. G
3	DOOR CONTACT SURFACE MOUNT W 12 " LEEDS WIRE BROWN	Bldg. G
1	Power Supply / Charger- 12VDC @ 4 Amp or 24VDC @ 3 Amp. UL/CUL Listed. Burg (UL603) Fire (UL 1481) A	Bldg. G
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	Bldg. G
250	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	Bldg. G
1	4-Mag Locks, 2- Angle Brackets	Bldg. G
1	One year warranty as per State Contract	Bldg. G
1	Bldg F estimate 1-4YRU3O9 $3,119.31 outright sale $22.05 Annual Service Charge	Bldg. F
1	SGSS RTE STA 2"SQ IL BTN 30SEC	Bldg. F
1	DOOR CONTACT SURFACE MOUNT W 12 " LEEDS WIRE BROWN	Bldg. F
1	Disconnect strike and tie in two new mag locks	Bldg. F
1	2- Maglocks 1200 lb, 2-Angle Brackets	Bldg. F
1	Bldg E estimate 1-4XQVP2F $6,763.51 outright sale $45.67 Annual Service Charge	Bldg. E
1	Locksmith	Bldg. E
5	1200 lb mag locks	Bldg. E
2	Angle Bracket	Bldg. E
2	SGSS RTE STA 2"SQ IL BTN 30SEC	Bldg. E
3	DOOR CONTACT SURFACE MOUNT W 12 " LEEDS WIRE BROWN	Bldg. E
250	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	Bldg. E
1	One year warranty as per State Contract	Bldg. E
1	Bldg D estimate 1-4XO7ZDF $27,740.60 outright sale $1,359.44 Annual Service Charge	Bldg. D
1	BRIVO ONAIR ACS6008 TWO (2) READER ETHERNET CONTROL PANEL (INCLUDES CHASSIS ENCL	Bldg. D
2	TWO READER EXPANSION BOARD	Bldg. D
2	Altronics 6 AMP UL Listed Power Supply (to be sold with all new micros)	Bldg. D
2	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	Bldg. D
5	ProxPoint Reader, Weigand, Classic black	Bldg. D
5	DUAL TECHNOLOGY REQUEST-TO-EXIT, RANGE CONTROLLED RADAR/PIR, WHITE	Bldg. D
7	DOOR CONTACT SURFACE MOUNT W 12 " LEEDS WIRE BROWN	Bldg. D
5	SGSS RTE STA 2"SQ IL BTN 30SEC	Bldg. D
2,000	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	Bldg. D
1	Locksmith	Bldg. D
3	Retro-Fit Kit to electrify existing panic bars for 3 single doors	Bldg. D
10	1200 lb mag locks and angle brackets.	Bldg. D
60	Nice Duct	Bldg. D

1	Bldg A estimate 1-4W3LM9F $6,404.27 outright sale $227.26 Annual Service Charge	Bldg. A
1	TWO READER EXPANSION BOARD	Bldg. A
1	ProxPoint Wiegand, Classic Black Cable	Bldg. A
3	DOOR CONTACT SURFACE MOUNT W 12 " LEEDS WIRE BROWN	Bldg. A
1	DUAL TECHNOLOGY REQUEST-TO-EXIT, RANGE CONTROLLED RADAR/PIR, WHITE	Bldg. A
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	Bldg. A
1	2- Mag Lock 1200 lb, 1- Electric Strike	Bldg. A
1	Power Supply / Charger- 12VDC @ 4 Amp or 24VDC @ 3 Amp. UL/CUL Listed. Burg (UL603) Fire (UL 1481) A	Bldg. A
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	Bldg. A
1	One year warranty as per State Contract	Bldg. A
1	Admin estimate 1-4YS9E4D $6,598.90 outright sale $164.57 Annual Service Charge	Admin
1	ProxPoint Reader, Weigand, Classic black	Admin
1	DOOR CONTACT SURFACE MOUNT W 12 " LEEDS WIRE BROWN	Admin
1	DUAL TECHNOLOGY REQUEST-TO-EXIT, RANGE CONTROLLED RADAR/PIR, WHITE	Admin
1	Power Supply / Charger- 12VDC @ 4 Amp or 24VDC @ 3 Amp. UL/CUL Listed. Burg (UL603) Fire (UL 1481) A	Admin
1	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	Admin
500	Composite Access 18/6c + 18/4c + 22/4c + 16/2c, STR, Shielded, CMP, Plenum, Yellow, 500' Reel	Admin
1	3-Retro Fit Kit for existing panic bars. 3-Armored door cord	Admin
1	One year warranty as per State Contract	Admin
1	Hosted Access Service PROVIDED	
1	Expert Maintenance PROVIDED / Inspections NOT PROVIDED	

CHARGES AND ESTIMATED TAX:

1. **Installation Charge:**

Installation Charge Amount:	**$87,180.10**
* Estimated Tax(es):	**$1,129.91**
TOTAL INSTALLATION CHARGE:	**$88,310.01**
Installation Deposit Amount:	**$43,590.05**

2. **Annual Service Charge:**

Annual Service Charge Amount:	**$3,023.55**
* Estimated Tax(es):	**$0.00**
TOTAL ANNUAL SERVICE CHARGE:	**$3,023.55**

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

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Johnson Controls

TOWN NO	CUSTOMER NO	JOB NO	PO NO	ESTIMATE NO
0437-WILMINGTON, NC	**143704033**			**1-6FP6VNX**

Charges and Fees: Customer agrees to pay the total Equipment purchase price and/or installation charges set forth in this Agreement plus applicable "Fees" and "Taxes" as defined below ("Installation Charge"). Upon acceptance of this Agreement, Customer will pay to Johnson Controls the installation charge deposit ("Installation Charge Deposit), if any, set forth in this Agreement. Johnson Controls may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the Johnson Controls Central Monitoring Center ("CMC") or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to the CMC or any other Service(s). Any changes in the **SCOPE OF WORK** made by the Customer after execution of this Rider must be agreed to by Johnson Controls and the Customer in writing and may be subject to additional charges and/or Fees. Any Customer order placed by email, telephone, or Internet website shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Rider, Customer agrees to pay Service Charges per annum set forth in this Agreement (the "Annual Service Charge"), payable in advance Annual plus applicable state and/or local taxes for **0** year(s) (the "Initial Term") effective from the date such Service is operative under this Rider. Until Customer has paid Johnson Controls the Installation Charge and Fees in full, Customer grants to Johnson Controls a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Rider shall automatically renew on a/an **Annual** basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Johnson Controls shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination **90%** of the Annual Service Charge(s) remaining to be paid for the unexpired term of this Rider as liquidated damages but not as a penalty. Any such termination shall be effective as of the end of the subsequent monthly billing period. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Johnson Controls related to AHJ requirements and/or changes to applicable laws, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Rider ("Fees"). The term "Agreement" refers to the Commercial Sales Agreement or the National/Global Account Master Agreement. The Equipment, Software, and Services provided, installed, and/or serviced under this Rider, including but not limited to parts provided under warranty (collectively and individually, the "System"), shall be subject to the Terms and Conditions of the Agreement. It is further agreed that the original expiration date of the Agreement shall be extended for a period of **0** years, but only with respect to the Equipment, Systems and Services furnished under this Rider. Customer is solely responsible to pay all applicable sales, use and/or similar taxes imposed by any taxing or governmental authority on the Equipment, System and/or Services provided hereunder ("Taxes") unless Customer provides to Johnson Controls a valid tax exemption certificate authorized by an appropriate taxing authority. If Customer fails to provide a valid tax exemption certificate, Customer shall remain liable for the payment of any such Taxes until paid in full.

Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Johnson Controls may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

THIS RIDER REQUIRES FINAL APPROVAL OF A JOHNSON CONTROLS AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES/SYSTEMS MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS RIDER WILL BE TERMINATED AND JOHNSON CONTROLS' ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

JOHNSON CONTROLS SECURITY SOLUTIONS LLC

Presented by: Stephen Wright
(Signature of Johnson Controls Sales Representative)

Sales Agent: Stephen Wright
Sales Representative Registration # (if applicable):_____

CUSTOMER

Accepted By: _____
(Signature of Customer's Authorized Representative)

Randy Thompson
(Name Printed)

Title: Chairman, Board of Commissioners

Date Signed: _____

ATTEST:

_____
Clerk to the Board

[SEAL]

"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, NC

APPROVED AS TO FORM
Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

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Johnson Controls

TOWN NO	CUSTOMER NO	JOB NO	PO NO	ESTIMATE NO
0437-WILMINGTON, NC	**143704033**			**1-6FP6VNX**

SCOPE OF WORK;CONTRACT NOTES: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of the Agreement shall be void and of no effect.

Scope of Work:

Contact Information: Rebecca Marsalone Brunswick County Operation Services Inventory/Purchasing and Administrative Assistant P. O. Box 249 Bolivia, NC 28422 910-253-2530 (direct line) 910-253-2539 (fax) Rebecca.marsalone@brunswickcountync.gov
System Operation: Admin Bldg. Add new access door and replace existing REX for right side single door. Add 2 retro fit kits to electrofi existing panic bars for right side double doors with existing reader. Bldg A Add one new access control door to single door. We will also be adding mag locks to double door that was sold on job 18. Two additional contacts are provided to go on other side of double doors on job 18. Bldg D Add 5 new doors for access control. 3 of the single doors will have electrified panic bars and the 2 double doors will have 1200 lb mag locks on each side of the door. the 5 new doors will have REX and door status contacts. Locksmith will be adding 6 new mag locks to replace the existing strikes on the 3 double doors. These doors already have readers and REX. We will need to add 3 push buttons to tie in to mag locks for 2nd means of egress. Bldg E Front double door has strike change out to 2 mags add Push Button and 1 door status contact. Back right side double door has strike change out to 2 mags add puch button and 1 door status contact. Back left side double door as 1 mag add 1 mag to other side and 1 door status contract. Bldg F Disconnect existing strike on double door and replace with mag locks. Add door status contact and push button. Bldg G Add new access control door. Replace existing strike on double door with new mag locks. Bldg H Add new access to side double door. Replace disconnect strike on front double door with mag locks. Bldg I Add 1 new door with reader, strike, REX and DPS. Add 4 mag locks to two sets of double doors with strikes and 2 DPS. Leave the strikes in place but disconnect them, Add 2 rim strikes and 2 DPS to other side of two more double doors that have existing strikes on one side of door. Bldg N Add 2 new access control doors to 2 sets of double doors at front foyer. Add mag lock to other side of double door in rear.
Programming Info: See Rebecca for door schedule
Site Conditions: Office with 8' drop tile ceiling
Existing Equipment: Brico
Customer Expectations: Work can be done during normal business hours. Job is to be schedule with Rebecca and installers are to check in with her when they get on site and before leaving at the end of the day. If any changes are made to the schedule they first must be approved by Rebecca.
Training Expectations: As required
General Comments:
Customer Responsibilities / Johnson Controls Exclusions:
Documentation Needs:

Contract Notes:

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TOWN NO	CUSTOMER NO	JOB NO	PO NO	ESTIMATE NO
0437-WILMINGTON, NC	**143704033**			**1-6FP6VNX**

Johnson Controls Security Solutions LLC ("Johnson Controls")

Stephen Wright
700 Military Cutoff Road,
Wilmington, NC
28405-8380

Tele. No. (910) 794-4335

Brunswick County Government Center
d/b/a**: Brunswick County Government Center**
Herein after called ("Customer")
179 March 9 1764 Dr,
Bolivia, NC 28422

Attn:

Tele. No.

ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything in the Agreement to the contrary, Johnson Controls and Customer agree as follows:

Terms and Conditions
A/C Power. Customer will supply the necessary 110VAC power as required by Johnson Controls.
Annual Service Charge – Initial Term. Johnson Controls agrees to honor the Annual Service Charge for Monitoring Services specified in this Agreement for the Initial Term of the Agreement. Thereafter, the Annual Service Charge may be increased by the increase in the Consumer Price Index for Urban Wage Earners ("CPI-W"), All Items, U.S. City Average for the prior twelve (12) month period or 5%, whichever is less.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

The foregoing modifications and/or additional terms and conditions are not binding unless approved in writing by an authorized representative of Johnson Controls.

Accepted and Agreed:

Johnson Controls Security Solutions LLC

Presented by: Stephen Wright
(Signature of Johnson Controls Sales Representative)

Sales Agent: Stephen Wright
Sales Representative Registration # (if applicable):_____

CUSTOMER

Accepted By: _____
(Signature of Customer's Authorized Representative)

Randy Thompson
(Name Printed)

Title: Chairman, Board of Commissioners

Date Signed: _____

ATTEST:

_____
Clerk to the Board

[SEAL]

"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, NC

APPROVED AS TO FORM
Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 15.

From:
Stephanie Lewis, Operation Services Director

Operation Services - Tip Fee Exemption Request

Issue/Action Requested:
Request that the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Goodwill Industries of Eastern North Carolina, Inc.

Background/Purpose of Request:
The county has typically waived tipping fees for churches and other non-profit organizations in the past. This organization has applied to be exempt from tipping fees. The exemption of fees applies to the county landfill in Bolivia and does not include regular household trash or yard debris.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approve a tip fee exemption at the Brunswick County Landfill for Goodwill Industries of Eastern North Carolina, Inc.

ATTACHMENTS:

Description

- Tip Fee Exemption Application - Goodwill Industries of Eastern North Carolina, Inc.

Brunswick County Solid Waste & Recycling
P.O. Box 249, Bolivia, NC 28422
Phone (910) 253-2520 Fax (910) 253-2539

Application for Charitable Organizations to be Exempt from Tipping Fees at the Brunswick County Transfer Station and C & D Landfill

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. **The exemption from tipping fees does not apply to regular household trash or yard debris., Only materials from the operation of the approved organization qualify for the exemption.**

Name of Organization GOODWILL INDUSTRIES OF EASTERN NORTH CAROLINA INC

Address of Organization 4808 CHIN PAGE RD DURHAM NC 27703

Phone Number of Organization 919-941-9600

Please briefly describe your organization's mission WE ARE A NOT FOR PROFIT 501(C)(3) ORGANIZATION WHOSE MISSION IS TO PROVIDE EDUCATION AND LIFE ENRICHMENTS OPPORTUNITIES TO RESIDENTS OF EASTERN NC BY FUNDING LOCAL CHARITIES IN THE COMMUNITY AND ONLINE LEARNING

Please briefly explain why your organization needs to be exempt from tipping fees AS A NOT FOR PROFIT ORGANIZATION WE NEED TO BE ABLE TO PROVIDE FUNDS TO LOCAL CHARITIES IN ORDER FOR THEM TO BE ABLE TO PROVIDE NECESSARY SERVICES TO THE LOCAL COMMUNITY

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

	Name	Title	Address	Phone	Signature
1)	JULIE VAN KULEN	SE AREA MANAGER	2050 OLDE REGENT WAY LELAND, NC 28451	984-245-9042	Julie VanKulen
2)	KIMBERLY GRUNDY	STORE MANAGER	2050 OLDE REGENT WAY LELAND NC 28451	910-371-0270	Kimberly Grundy
3)	ANGELA ALVAREZ	STORE MANAGER	2050 Olde Regent way Leland NC 28451	910-371-0270	Angela Alvarez

Charitable Organization

Goodwill Industries of Eastern North Carolina
4808 Chin Page Rd
Durham, NC 27703-8476
Phone: (919) 941-9600 Fax: None

Contact	Contact Title	Status	Registration #	501c Type
Rick Stalings	Director of Finance	Current Active	SL013825	501(c)(3) Charitable Organization

CSL Exemption Type	Expiration Date
Not CSL Exempt	5/15/2022

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 16.
Parks & Recreation - Resolution Exempting Smithville Park Improvements

From:
Aaron Perkins, Director of Park & Recreation

Issue/Action Requested:
Request that the Board of Commissioners approve a resolution exempting the Smithville Park Improvements from N.C.G.S. 143-64.31 and the associated budget amendment.

Background/Purpose of Request:
Brunswick County Parks and Recreation is seeking design and engineering services for the Smithville Park Improvements. The projected cost of these services is $28,710.

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 appropriates and transfers $30,000 from the reserve designated to the project

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approve a resolution exempting the Smithville Park Improvements from N.C.G.S. 143-64.31 and the associated budget amendment.

ATTACHMENTS:

Description

- Resolution Exemption Smithville Park Mini-Brooks Act
- Professional Services Agreement
- 20211206 CPO Smithville Park Improvements.pdf
- 20211206 Budget Amendment Smithville Park Improvements.pdf

County of Brunswick

Office of the County Commissioners

RESOLUTION EXEMPTING SMITHVILLE PARK IMPROVEMENTS FROM G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "Services") to be based on qualifications and without regard to fee;

WHEREAS, Brunswick County proposes to enter into one or more contracts for design services for work on Smithville Park improvements that include expansion of park amenities to include Trails, Dog Parks and Basketball Courts; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for such Services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than $50,000; and

WHEREAS, the estimated fee for the Services for the above-described project is less than $50,000.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BRUNSWICK COUNTY BOARD OF COMMISSIONERS THAT:

1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

2. This resolution shall be effective upon adoption.

Adopted this the 6th day of December, 2021.

_____

Randell Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey
Clerk to Board

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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 McGill Associates, P.A., (hereinafter referred to as "Provider" or "Engineer"), 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 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; TIME OF COMPLETION

The term of this Agreement begins one (1) business day after approval by the Brunswick County Board of Commissioners (the "Effective Date") and continues in effect until 06/01/2022, unless extended or sooner terminated as provided for herein or in the General Conditions of the Contract. Notwithstanding the foregoing, Provider shall complete the Services in accordance with the schedule set forth herein (the "Time of Completion"), unless extended as provided for in the General Conditions of the Contract.

3. TERMINATION

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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4. 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.

5. 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.

6. 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 forty-five (45) 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 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.

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12. 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;

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

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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.

13. 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.

14. 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.

15. NON-EXCLUSIVITY

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

16. 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.

17. 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.

18. INDEMNIFICATION

Provider shall 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 (collectively, "Claims") which may be brought or made against County or which County must pay and incur arising out of this Agreement should fault or negligence on the part of the Provider or its subcontractors or consultants be the proximate cause of such Claims. Provider shall be fully responsible to County for the acts and omissions of its subcontractors or consultants and of persons

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either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

19. 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.

20. 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.

21. 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

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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.

22. 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.

23. 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.

24. 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

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be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

25. 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.

26. 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

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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.

27. 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 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.

28. 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.

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29. 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.

30. 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.

31. 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.

32. 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, or shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

33. 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. Notwithstanding the foregoing, all documents included in the Request for Qualifications and the qualifications statement submitted by Provider, if applicable, including, but not necessarily limited to: General Conditions; Supplementary General Conditions; Scope of Work; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Insurance Certificates; Approval by County Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings are incorporated herein by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

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34. 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.

35. 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.

36. 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.

37. 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>:
McGill Associates, P.A.
712 Village Road SW
Shallotte, NC 28470

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38. 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 § 66-58.1 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:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

MCGILL ASSOCIATES, P.A.

By: Michael Norton

Printed Name: Michael Norton

Title: Principal / Shallotte Office Manager

Date: 11/29/2021

"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/FEES

Engineer will provide consulting services related to the Smithville Park Fall 2021 Improvements which include expansion of park amenities to include trails and a basketball court.

Engineer anticipates providing the following key services:

Scope of Services

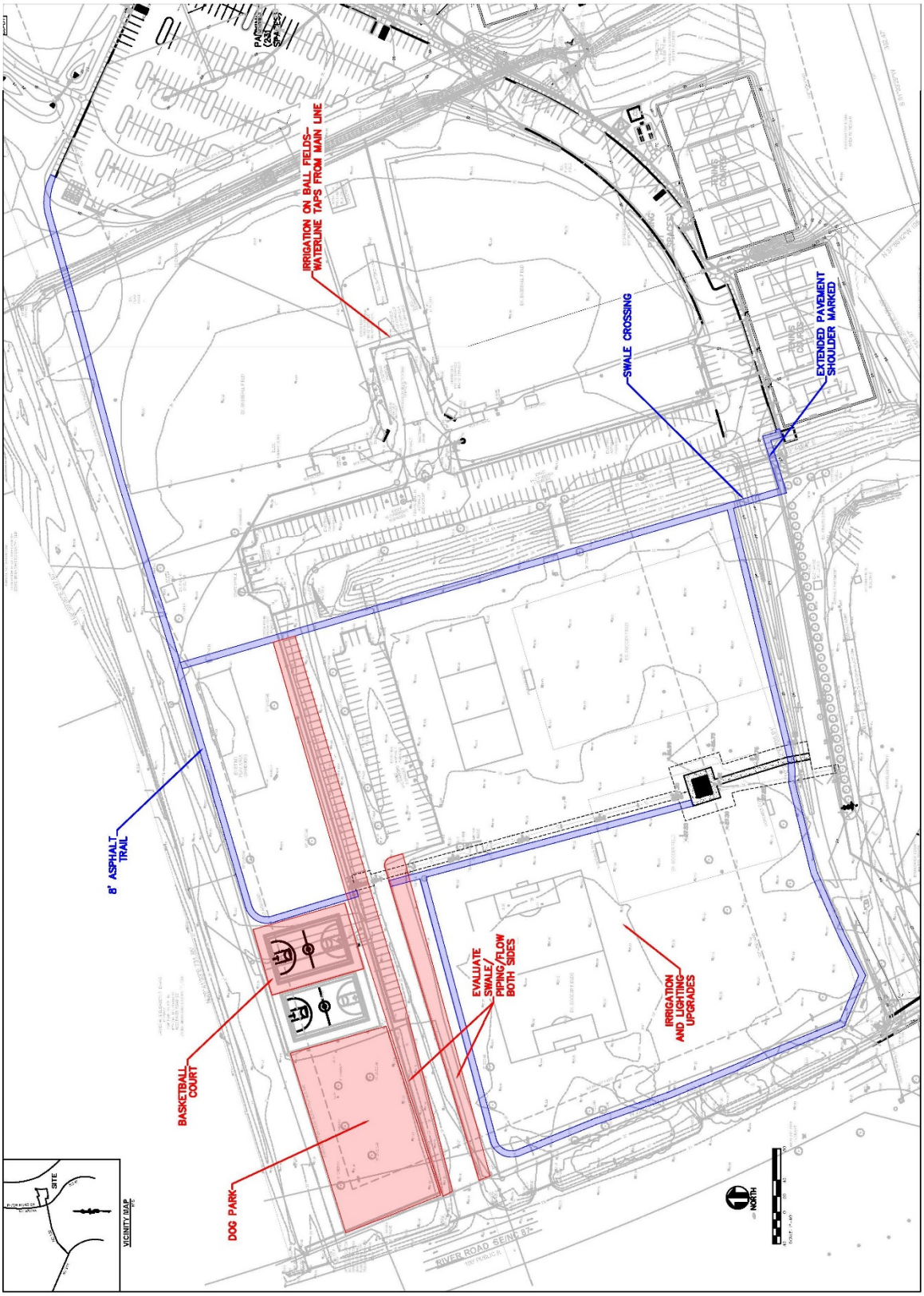
1. Prepare plans and specifications sufficient for permitting, bidding, and constructing 8'-wide asphalt trails and a second basketball court in the park area as depicted in Attachment 1.
2. Perform site surveying to confirm existing conditions data in project improvement areas.
3. Obtain site geotechnical data to guide trail construction details.
4. Evaluate topography and existing conditions along former park entry road shoulders and design improvements as needed to better stormwater flow conditions.
5. Work with Brunswick County Parks & Recreation and Engineering Departments to determine feasible locations for field irrigation connection locations and details for plan guidance. This will be used for contractor's irrigation specialist to design and install irrigation upgrades for the soccer and baseball fields. It is anticipated County staff will assist in pressure and flow tests as needed for design.
6. Provide final site plan layout to Brunswick County Parks & Recreation lighting specialist to allow for their coordination with staff in design and placement of additional lighting as needed for the basketball court and soccer field areas.
7. Plans will include summary of needs for tree thinning in the dog park area, as well as irrigation and lighting upgrades as depicted.
8. It is understood no parking additions or alterations are to be made at this time.
9. Prepare and submit plans to the NC Department of Environmental Quality (NCDEQ) for modification to the existing underlying stormwater permit, with the assumption that design of additional independent stormwater control measures will not be required.
10. Prepare and submit plans and applications to NCDEQ for erosion and sedimentation control permitting.
11. Prepare and submit plan updates to Brunswick County Planning and Engineering departments for review. Provide copies of final NCDEQ permits to Brunswick County Engineering upon receipt.

Fees

County shall pay Engineer a lump sum of $28,710.00 for the services set forth herein.

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ATTACHMENT 1



COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

Smithville Park Improvements
(438211)

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		30,000
Total County Capital Project Revenues	**$**	**30,000**
Expenditures:		
Arch/Eng/Legal		30,000
Construction		0
Total County Capital Project Expenditures	**$**	**30,000**

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

Current Funds Appropriated	$	30,000

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

Contribution to Capital Project Fund	$	30,000

Section 4. This Capital Project Ordinance shall be entered into the minutes of the December 6, 2021 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Smithville Improvements
Justification	Board Meeting 12/6/2021-Transfer reserve funds designated for the Smithville Fall 2021 Improvements Project to the project for the award of the consulting services for trails and basketball courts.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438211	464001	Smithville Park Improvements	Arch/Engnrg/Legal	30000	Increase	Debit
438211	398110	Smithville Park Improvements	Trans Frm General Fund	30000	Increase	Credit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-30000	Decrease	Debit
439801	464341	Interfund Trans Co Cap Reserve	Smithville Park	-30000	Decrease	Credit

Total	
Grand Total:	0

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 17.

From: Sheriff's Office -- GCC Grant Acceptance

Elizabeth Bynum

Issue/Action Requested:
Request that the Board of Commissioners authorize the County Manager to sign and accept a grant award from the North Carolina Governor's Crime Commission valued at $23,177. This grant has a no matching funds requirement from the county.

Background/Purpose of Request:
The Edward Byrne Memorial Justice Assistance Program, managed by the US Department of Justice Office of Justice Programs but facilitated at the state level by the GCC, is a grant to help law enforcement agencies with various goals or campaigns in their communities. The Sheriff's Office will use the funds to purchase two off-road assets to assist with search and rescue calls in the county.

Fiscal Impact:
Budget Amendment Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates Federal Revenues of $23,177 for the grant award

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners accept a grant award from the North Carolina Governor's Crime Commission valued at $23,177. This grant has a no matching funds requirement from the county.

ATTACHMENTS:

Description

- Grant Award Document
- Letter from Gov. Cooper on grant acceptance
- Final Application
- Budget Detail
- Grant Application Evaluation Form
- 202011206 Budget Amendment FY21 GCC Edward Byrne ATV Equip Grant.pdf

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STATE OF NORTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
GOVERNOR'S CRIME COMMISSION
1201 Front Street, Suite 200
Raleigh, NC 27609
Telephone:(919) 733-4564 Fax:(919) 733-4625
http://www.ncgccd.org

GRANT AWARD

Applicant:	County of Brunswick	**Project Name:**	2021 - Brunswick County Sheriff's Office - Search and Rescue
Authorizing Official:	Randell Woodruff County Manager	**Implementing Agency:**	Brunswick County Sheriff's Office
Address:	P.O. Box 249 Bolivia, North Carolina 28422-0249	**Project Director:**	Elizabeth Bynum Comptroller
		Project Number:	PROJ014903
Vendor Number:	566000278	**Account Manager:**	Keith Bugner

Grant Period: 10/01/2021 - 09/30/2022

Budgets

Period	Personnel	Contractual	Travel	Supplies	Equipment	Indirect Costs	Total
Year 1	$0.00	$0.00	$0.00	$0.00	$23,177.00	$0.00	$23,177.00
						Grant Budget Total	***$23,177.00***

Source	Federal Grant #	CFDA #	% Funding	Federal Award
2021::Byrne Justice Assistance Grants	**15PBJA-21-GG-00278-JAGX**	**16.738**	**100%**	**$23,177.00**

In accordance with the laws and regulations of the United States and the State Of North Carolina, and on the basis of the grantee's application, the Department of Public Safety hereby awards to the foregoing grantee an award in the amount above.

This grant is subject to the conditions listed in the approved grant application as well as all applicable rules, regulations and conditions, as may be described by the Department of Public Safety. Special conditions are attached to this award.

This grant shall become effective, as of the start date of the grant period listed, once this original grant award has been properly executed on behalf of the grantee and returned to the Governor's Crime Commission, attention of the Grants Management Director. The grant award must be returned within 30 days of the date the award is mailed from the Governor's Crime Commission. No alterations of any kind may be made on this grant award.

Authorizing Official

Signature of Authorizing Official — Date

Randell Woodruff, County Manager
Name and Title of Authorizing Official

Governor's Crime Commission

11/22/2021 | 20:16
Signature of Director — Date

Caroline Farmer, Executive Director
Name and Title of Director

Project Director

Elizabeth Bynum — 11/23/2021 | 08:29:18 EST
Signature of Project Director — Date

Elizabeth Bynum, Comptroller
Name and Title of Project Director

☐ This award is subject to the attached conditions, which must be signed by both the authorizing official and the project director, and returned along with this Grant Award. No alterations of any kind may be made on this grant award.

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Federal Award Identification Worksheet

Federal award identification :	15PBJA-21-GG-00278-JAGX
Project ID :	PROJ014903
Subrecipient :	County of Brunswick
Federal Award Identification # (FAIN) :	15PBJA-21-GG-00278-JAGX
DUNS # :	091571349
Federal award date :	Oct 01, 2020 - Sep 30, 2024
Subaward period of performance start and end date :	Oct 01, 2021 - Sep 30, 2022
Federal funds obligated in this agreement :	$23,177.00
Federal funds obligated to the subrecipient :	
Total federal award :	$5,291,318.00
Catalog of federal domestic assistance (CFDA) :	Edward Byrne Memorial Justice Assistance Grant Program 16.738
Indirect cost rate for the federal award :	We do not receive an indirect cost rate
Indirect cost rate to be used by the subrecipient (either a federally-approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate) :	Direct/Allocated Costs Only
Identification of whether the award is research and development (R&D) :	We do not fund research and development
Pass through entity and awarding official :	NC Governor's Crime Commission Diane Barber-Whitaker diane.barber-whitaker@ncdps.gov
Federal awarding agency :	United States Department of Justice - Office of Justice Programs - Bureau of Justice Assistance
Federal award description :	The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for a large variety of law enforcement programs.

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CRIMINAL JUSTICE SYSTEM IMPROVEMENT COMMITTEE
GRANT AWARD
SPECIAL CONDITIONS
BYRNE JUSTICE ASSISTANCE GRANT FUNDING

SUBRECIPIENT: **County of Brunswick**
DUNS NUMBER: **091571349**
PROJECT NAME: **2021 - Brunswick County Sheriff's Office - Search and Rescue**
PROJECT NUMBER: **PROJ014903**

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements to apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

4. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of

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information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

5. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAut horization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here

6. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $ 150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompelitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000) and are incorporated by reference here.

7. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

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8. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

   Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3. I 0 of "Post-award Requirements" in the "20 15 DOJ Grants Financial Guide").

9. Requirement for data on performance and effectiveness under the award

   The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

10. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

11. Effect of failure to address audit issues

    The recipient understands and agrees that the DOJ awarding agency (Governor's Crime Commission(GCC)) may withhold award funds, or may impose other related requirements, if (as determined by the Governor's Crime Commission (GCC)) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

12. The recipient agrees to comply with any additional requirements that may be imposed by the Governor's Crime Commission during the period of performance for this award, if the recipient is designated as "high- risk" for purposes of the DOJ high-risk grantee list.

13. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

14. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable

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requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation , now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration , Chapter I, Part 38, under e-CFR "current" data.

15. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of' government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

16. Compliance with general appropriations-law restrictions on the use of federal funds (FY2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at http://ojp.gov/funding/Explore/FY2018-appropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact the Governor's Crime Commission (GCC), and may not proceed without the express prior written approval the Governor's Crime Commission (GCC).

17. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) and the Governor's Crime Commission (GCC)any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG and the Governor's Crime Commission (GCC). by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N. W. Room 4706, Washington, DC 20530; Governor's Crime Commission, 1201 Front Street, Raleigh, N.C. 27609. (2) e-mail to: oig.hot line@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-

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9881(fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

18. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

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The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

20. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October I, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

21. The recipient agrees to comply with the Governor's Crime Commission's monitoring guidelines, protocols, and procedures, and to cooperate with OJP and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to the Governor's Crime Commission (GCC) all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by the Governor's Crime Commission (GCC) for providing the requested documents.
Failure to cooperate with the Governor's Crime Commission's (GCC) grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

22. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

23. The recipient understands and agrees that it has a responsibility to monitor its subrecipients' compliance with applicable federal civil rights laws. The recipient agrees to submit written Methods of Administration (MOA) for ensuring subrecipients' compliance to the OJP's Office for Civil Rights at CivilRightsMOA@usdoj.gov within 90 days of receiving the grant award, and to make supporting documentation available for review upon request by OJP or any other authorized persons. The required elements of the MOA are set forth at

http://www.ojp .usdoj.gov/funding/other requirements.htm, under the heading, "Civil Rights Compliance Specific to State Administering Agencies."

24. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www. it.ojp.gov/gsp grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and

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appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

25. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

26. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C.3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

27. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

28. Grantee agrees to comply with all confidentiality requirements of 34 U.S.C. section 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular 28 C.F.R. 22.23.

29. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

30. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

31. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA. The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

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a. New construction;
b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 1 00-year flood plain , a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

32. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

33. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

34. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

35. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: https://www.bja.gov/funding/ JAGControlledPurchaseList.pdf.

36. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

37. The recipient understands that, pursuant to recommendation 2.1 of

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Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

38. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le equipment wg final report final.pdf.

39. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

40. Recipient understands and agrees that, notwithstanding 2 CFR § 200.3 13, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

- Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
- Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
- Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

41. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA

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account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If you do not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

42. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

44. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

    The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

    The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at http://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

45. Recipient acknowledges the final agency decision made by the U.S. Department of Justice that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (P.L. 109-248) before the deadline, which determination impacts the funding amount of this award, pursuant to 42 U.S.C. § 16925. In accepting this specific formula award, recipient hereby voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of this award.

46. Use of funds for DNA testing; upload of DNA profiles If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

47. Requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or

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assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

48. Requirement to report actual or imminent breech of personal identifiable information (PII). The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breech" (OMB M-17-12) if it (or a subrecipient) – 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal Information System" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the assigned GCC Grants Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

49. Submission of eligible records relevant to the National Instant Background Check System
Consonant with federal statutes that pertain to firearms and background checks—including 18 U.S.C 922 and 34 U.S.C. ch 409 -if the recipient (or any subrecipients at any tier) uses this award to fund (in whole or in part) a specific project or program (such as law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records, that are "eligible records" (under Federal or State Law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State Law) relevant to the NICS, the recipient, (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State Law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and –when appropriate—promptly mist update, correct, modify, or remove such NICS-relevant "eligible record". In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

50. Reporting requirements
The subrecipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation. These PMT Reports must then be uploaded into the appropriate PMT Tabs with the correct corresponding quarters in the GEMS System. Failure to do so will result in the subrecipient not being to file and submit reimbursements in a timely manner. The subrecipient must also submit an annual progress report in the GEMS system that must be reviewed by its assigned Grants Manager for review. Failure to do this will also result in a GEMS hold that will prevent further activity on this project.

51. Required data on law enforcement agency training

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Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

52. Expenditures prohibited without waiver No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

53. Law enforcement task forces - required training
Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.
The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

54. Employment eligibility verification for hiring under the award:
The recipient (and any subrecipient at any tier) must-•

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. l 324a(a)(l) and (2).
B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both—

(1)this award requirement for verification of employment eligibility, and

(2)the associated provisions in 8 U.S.C. 1324a(a)(l) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. I 324a(a)(l) and (2).

D.As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form 1-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

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For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

STATE OF NORTH CAROLINA
OFFICE OF THE GOVERNOR

ROY COOPER
GOVERNOR

October 22, 2021

Elizabeth Bynum
Brunswick County Sheriff's Office
P.O. Box 9
Bolivia, North Carolina 28422-0000

Dear Ms. Bynum:

I am pleased to inform you that your agency has been selected to receive a federal fiscal year 2021 grant award from the North Carolina Governor's Crime Commission

Funding for your project, PROJ014903 - 2021 - Brunswick County Sheriff's Office - Search and Rescue, has been authorized and you should receive your award electronically in the coming weeks.

Commission members carefully consider each application in an effort to select programs and projects that will best serve the people of our state. Your proposal is an example of how we can help communities across North Carolina address challenges. Thank you your dedication, hard work and commitment to safer communities for North Carolina families.

With kind regards, I am

Very truly yours,

Roy Cooper

RAC/swh

Governor's Crime Commission
1201 Front Street, Suite 200
Raleigh, NC 27609
Phone: (919) 733-4564 Fax: (919) 733-4625

Project Information

Project ID
PROJ014903

Project Status
New

Project Name
Bureau of Justice Assistance (BJA) Justice Assistance Grant (JAG)

Project Director
Elizabeth Bynum (NCID: ebynum1)

Financial Officer
Julie Miller (NCID: jmiller25)

Authorizing Official
Randell Woodruff (NCID: rwoodruff2)

Grant Planner

Grant Manager

Start Date
10/01/2021

End Date
09/30/2022

Committee
CRIMINAL JUSTICE SYSTEMS IMPROVEMENT

Program Priority
2021 Local Law Enforcement Block Grant Program

Project Summary
This is a local law enforcement grant with a minimum award of $10,000 and maximum award of $24,500. The grant is for one year only and has no matching requirements. The funds can be used with an equipment purpose. Our equipment choice are off road vehicles to assist in Search and Rescue.

Organization

Name:
County of Brunswick

Tax ID:
566000278

DUNS:
091571349

SAM Expiration:
10/18/2016

Address:
P.O. Box 249

City:
Bolivia

State:
North Carolina

Zip:
28422-0249

Phone:
(910) 253-4331

Fax:

Fiscal Year End Date:
06/30

Implementing Agency

Name:
Brunswick County Sheriff's Office

Of Sworn Officers (Law Enforcement Agencies):
170

Address:
70 Stamp Act Drive
Post Office 9

City:
Bolivia

State:
North Carolina

Zip:
28422-0000

Phone:
910-253-2777

Fax:
910-253-4370

General Information

NC House Districts
17,19

NC Senate Districts
08

US Congressional Districts
07

NC Counties
Brunswick

Project Area Population	Principle Place of Performance	Zip
142,820	Bolivia	28422-0009

Abstract & Narrative

Project Abstract (The Problem): Briefly describe project's purpose, identify target population, and discuss program components which address the identified problem. Include local statistics to substantiate the need.

The program we are hoping to address in the Brunswick County Sheriff's Office is responding to calls for service that require a search for a person, animal, and/or item in a large county that is comprised of thousands of acres of terrain that is inaccessible by either vehicle or vessel. Current response times for these incidents can vary widely and pull a lot of resources. Brunswick County is the fourth-largest county in the state with 1,050 square miles including coastline and is one of the fastest-growing counties in the country in terms of population. Large portions of the county are comprised of swamps, wetlands, and forests. At the start of the 21st Century, over 51% of the land in the county was considered a type of wetland. With a large county to physically cover, paired with an ever growing population and corresponding needs by law enforcement, search-related calls for service continue to grow as well. According to 911 records, there were 305 missing person calls in 2020. This was an increase from 252 calls the previous year. Our Project Lifesaver program to assist with our senior population has also increased, with on average five new client activations in 2008 to 30 new activations last year. With the difficult terrain, resources including our K9 Bloodhound Unit, are currently used. The Bloodhounds were deployed 26 times in 2020, up from 10 in the previous year. The Drone Unit can also assist with these searches, deploying 12 times last yea and 16 in 2019.

Project Narrative (Operation): Include a description of how grant funded positions are integral to the project and how contractual, travel, operating, and equipment expenses will support the project. Discuss how you will collaborate with other agencies. Focus on the project – do not give agency history, do not repeat abstract.

To address this problem, we are asking for grant funds to assist in this project to improve BCSO response to search-related calls, specifically in areas we cannot get to without sacrificing current vehicular resources and/or officer safety. In traditional budget requests, items that take priority include projects to improve personnel salaries and/or benefits, replace or improve aging technology and capital projects to address problems with infrastructure. Resources to assist with these types of calls, while very important, are often unable to be addressed due to the aforementioned topics and trying to balance budgets to be good stewards of taxpayer dollars. The funds provided with this project would help us address this need that would not only help us in terms of service and response, but would also help us conserve other resources or manpower in the process. We would also be able to provide this resource to the many municipal partners in our county and region that also share some of the same challenges with regard to their response and area's terrain. Within our current budget, expense lines dedicated to repair and maintenance and motor fuels would help support the items we'd like to purchase with this project.

Project Timeline of Activities

Once grant funding became available, our project timeline would be immediate. We would immediately secure the funds, necessary quotes for equipment, and subsequent Purchase Orders to acquire the assets. This timeline is due to the need for immediate response to assist in life-saving measures as it relates to missing persons, as well as the potential needs for the resources in the event of a hurricane or tropical system. Hurricane season runs June 1st to November 30th, but in 2020 we saw two systems prior to the start of the hurricane season in May and two major hurricanes at the end of the season in November. The year 2020 was extremely active with more than 30 systems. We have to be prepared for the Hurricane Season to be well into the holiday season, with the potential for a winter storm to follow in the months after the tropical systems stop.

Describe your formal, working sustainability plan for the project and how it will result in permanent operational funding (not GCC funding) once this grant ends.

With this project and equipment purchase request, our working sustainability plan includes the existing budget and its expense lines dedicated to maintaining these types of equipment. In addition, since the purchases will be new items, we are confident they would not be a financial burden for the immediate future. When the time comes for service and repairs, we have a full-time service technician dedicated to the resources of the Sheriff's Office, as well as a service center staffed with several full-time employees to help maintain our fleet including these assets.

Goals

Goal 1 - The goal of this grant program is to lower response time for calls for service including but not limited to missing persons, search and rescue, storm evacuations, and other calls that could result in the search of a person, animal, and/or item in Brunswick County.

Objectives

Objective 1	Performance Measure	Evaluation Method
The first objective in reaching the goal of lowering response time for search-related calls and law enforcement response is to purchase off-road equipment to assist with existing resources and assets of the Brunswick County Sheriff's Office. The Sheriff's Office's resources are limited when that search requires areas such as swamps, wetlands, or other types of terrain in the	The way to measure how this objective performs would be to look at the official response time and compare it to similar calls in previous years.	To evaluate these calls, we would use our CAD system to calculate response time and/or analyze corresponding After Action reports to see how the Incident Commander and Incident Command staff reviewed the response and any issues with efficiency and response time.

woods or near the coast that are difficult to navigate on foot and inaccessible with other types of equipment.		
Objective 2 The second objective in obtaining this goal of lowering response time for search-related calls that require a law enforcement response include pre-staging the equipment we plan to purchase in a separate pre-staging area from the existing resources. With more than 800 square miles of land to cover in Brunswick County, response times are higher due to the location of the resources. Existing resources are centrally located in Bolivia, which could add an hour or longer to response time.	Performance Measure One way we could measure this objective's performance would be to look at the response time and/or maps of these types of calls to make sure resources were properly staged.	Evaluation Method To evaluate the performance, we would be able to calculate response times in our CAD systems and do annual reviews of search-related calls that require a law enforcement response to make sure the pre-staging areas are optimal for response.

Budget Summary

This project requires a match of **0%**. This can be either cash match or in-kind match. If your have not met the required match, you can change the match contributions by clicking the link next to each budget line. Matching funds may include local, state or private funds, but not other federal funds.

Category		Year 1	Total
EQUIPMENT		$23,177.00	$23,177.00
	Total Budget	$23,177.00	**$23,177.00**
	(-)Match Funds	$0.00	**$0.00**
	TOTAL FEDERAL REQUEST	$23,177.00	**$23,177.00**

Describe amount & source of matching funds.
Matching funds may include local, state or private funds, but not other federal funds. The amount of total funds is $23,177 and the source will be federal funds. There's no requirement for matching funds.

Budget Details

Description	Quantity	Unit Cost	Total	Cash Match	Federal Share
Polaris Ranger Crew 1000	1.00	$17,378.00	$17,378.00	$0.00	$17,378.00
Kawasaki KLX 300	1.00	$5,799.00	$5,799.00	$0.00	$5,799.00

Certification

A.	**Certification of Non-Supplanting**
☑	The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.
B.	Certification of Filing an Equal Employment Opportunity Program
◉	The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which is dated 2010-12-01 in accordance with the Amended Equal Employment Opportunity Guidelines (28 C.F.R. 42.301, et seq.) and that it is on file in the office of:

Office:	Brunswick County Sheriff's Office
Name:	Elizabeth Bynum
Title:	Comptroller
Address:	PO Box 9, Bolivia, NC 28422
Telephone:	9102532855

☐ The project director certifies that the Amended Equal Employment Guidelines (28 C.F.R. 42.301, et seq.) have been read and that no Equal Employment Opportunity Program is required to be filed by the implementing agency because:

C. Certification of Submission of Annual Audit:

☐ The financial officer certifies that a copy of the annual audit will be submitted to the Office of the State Auditor and the Governor's Crime Commission, as required by General Statute 143C-6-23. NOTE: If you receive, expend, or obligate over $750,000 in State and Federal pass-through grants funds received directly from a State agency, then you must file a "yellow book" audit, done by a CPA, with your funding agencies and with the Office of State Budget and Management.

D. Certification of Submission of Current Annual Operating Budget:

☑ The project director certifies that a copy of the implementing agency's current annual operating budget will be submitted upon request.

E. Certification that Applicant is Eligible to Receive Federal Funds:

☑ The project director certifies that neither the grant applicant nor any of its officers, directors or consultants are presently debarred, proposed for debarment, suspended, declared ineligible or voluntarily excluded from receiving federal funds. [If the director cannot make this certification, an explanation must be attached. If this certification cannot be provided, the applicant will not necessarily be denied participation in this program. The certification or explanation will be considered in connection with the determination by the Governor's Crime Commission as to whether or not to approve the application. However, if neither the certification nor an explanation is provided, the application will be rejected.]

F. Certification Regarding Lobbying:(for agencies receiving $100,000 or more)

☐ The project director certifies that (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any agreement; (2) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the project director shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

G. Drug Free Workplace Compliance: (for state agencies only)

☐ The project director certifies that (1) a drug-free workplace awareness program was held on and/or will be held annually on which all grant project employees are required to attend; (2) a copy of the agenda of that program, including an attendance sheet signed by all employees, will be provided to the Governor's Crime Commission; (3) a statement will be published notifying employees that any unlawful involvement with a controlled substance is prohibited in the grantees workplace and that specific actions will be taken against employees who violate this rule; (4) all employees will receive a copy of this notice; (5) all employees must agree to abide by the statement and to notify the applicant of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction; (6) within 10 days of receiving such notice, the applicant will inform the Governor's Crime Commission of an employee's conviction; (7) any employee so convicted will be disciplined or required to complete a drug abuse treatment program; and (8) the applicant will make a good faith effort to maintain a drug-free workplace, in accordance with the requirements of Sections 5153 and 5154 of the Anti-Drug Abuse Act of 1988 and Sections 8103 and 8104 of Title 41 of the United States Code.

H. Certification of Compliance with General Statute 114-10.01: (for law enforcement agencies only)

☑ The project director certifies that the implementing agency is presently in compliance and will remain in compliance with the traffic stop reporting provisions of General Statute 114-10.01 for the duration of the funded project. An agency may be in compliance with the reporting provisions of General Statute 114-10.01 where traffic stops are reported to the Division of Criminal Information, North Carolina Department of Justice, or where the agency does not meet any of the statutory criteria requiring the reporting of stops. A listing of law enforcement agencies currently required to report traffic stop information may be found at http://www.ncdoj.gov/AgenciesRequiredList.aspx.

I. IRS Form 990 and IRS Form 990-EZ:

○ The project director certifies that the most recently-filed IRS Form 990 (“Return of Organization Exempt From Income Tax”) or IRS Form 990-EZ (“Short Form Return of Organization Exempt from Income Tax”) for the implementing agency has been uploaded with this project application as one or more pdf (Portable Document Format) attachments.

The project director certifies that neither an IRS Form 990 nor an IRS Form 990-EZ has been uploaded with this project application for the following reason:

◉ The implementing agency is not a nonprofit organization.

○ The implementing agency is a nonprofit organization that is exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ.

○ The implementing agency is a nonprofit organization that is not exempt from the requirement to file an IRS Form 990 or an IRS Form 990-EZ and that has not to-date filed an IRS Form 990 or an IRS Form 990-EZ.

Attachments + DOCUMENT

File Name	Description	
Budget Detail Narrative -- Byrne Grant (BCSO).pdf	Budget Detail Narrative -- Byrne Grant (BCSO)	RENAME

Office of the Sheriff
BRUNSWICK COUNTY, NORTH CAROLINA
JOHN W. INGRAM, V
SHERIFF
BOLIVIA 910-253-2777
NC 800-672-6379
FAX 910-253-2705

BUDGET DETAIL NARRATIVE

Bureau of Justice Assistance (BJA) Justice Assistance Grant (JAG)

2021 Byrne JAG Application

The Brunswick County Sheriff's Office in Bolivia, North Carolina, is applying for this local law enforcement block grant to purchase two pieces of equipment. These two pieces of equipment will be used to assist BCSO in their goal to improve response times to law enforcement calls for service related to missing persons, animals, or items pertinent to a law enforcement investigation.

Line Item #1 – Polaris Ranger Crew 1000 (with accessories and fees) = $17,378

Line Item #2 – Kawasaki KLX 300 = $5,799

These two pieces of equipment are all-terrain vehicles. One is a side-by-side vehicle on four wheels; the other is a dirt bike on two wheels. By design, these equipment items would help us get to an area quickly that cannot be accessible by vehicle or vessel. With a county like ours, being able to navigate in swampy-like forests, wetlands, and/or marshes requires items like these in order to be both successful and safe for our officers and persons needing assistance. Please see below table to see a further breakdown of the costs of items. The quote from this vendor is found on the next page and was requested in January 2021. We're hopeful any pricing changes would be minimal, if applicable.

Byrne Grant		
Vendor	Item	Price
Wilmington Powersports	Kawasaki KLX 300	$ 5,799.00
	Polaris Ranger Crew 1000	$ 14,399.00
	Accessories	$ 2,498.00
	DMV Registration Fees	$ 83.00
	Doc/Admin Fees	$ 398.00
	SUBTOTAL	$ 23,177.00
	Sales Tax	$ 1,256.84
	TOTAL	$ 24,433.84

Wilmington Powersports

2958 N. Kerr Ave.
Wilmington NC 28405
910-251-3733

Buyer's Order

Brunswick County Sheriff Department

PO BOX 9
Bolivia NC 28422

H 910-220-8001 W C Email jzaludek47@gmail.com

Date 01/14/2021
Deal No.
Salesperson Dameon Jernigan
Lienholder None

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2021	Kawasaki	KLX 300		KLX 300	$5,799.00
New	2021	Polaris	RANGER CREW 100		RANGER CRE	$14,399.00

Options:

Dealer Unit Price	$20,198.00
Factory Options	$0.00
Added Accessories	$2,498.00
Freight	$0.00
Dealer Prep	$0.00
DMV Registration Fees	$83.00

ROOF,WINDSHIELD,BACK PANEL AND WINCH	$0.00	D
Option Created From Sales Deal	$2,498.00	D

Notes:

Trade Information

Cash Price	$22,779.00
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$22,779.00
Sales Tax	$1,256.84
Title/License/Registration Fees	$0.00
Document or Administration Fees	$398.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$1,654.84
Sub Total (Net Sale + Other Charges)	$24,433.84
Cash Down Payment	$0.00
Amount to Pay/Finance	$24,433.84

Monthly Payment of $0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

BRUNSWICK COUNTY
Grant Application Evaluation Form

Lead Department: Sheriff's Office		Date: 1/27/21
Department Head: Sheriff Ingram		Department Contact for Grant: Elizabeth Bynum
Co-Applicants / Other Participating Departments/Agencies/Community Organizations: N/A		
Grant Title: Fiscal Year 2021 Bureau of Justice Assistance (BJA) Justice Assistance Grant (JAG)		
Funding Organization: U.S. Department of Justice		
Grant Period/Term: 10/1/21-9/30/22	Grant Amount: $ 23,177.00	☑ New Grant ☐ Recurring Grant Multi-Year Grant? ☐ Yes ☑ No
Matching Funds? ☐ Yes ☑ No	If Yes, Amount: $	☐ In Kind_____ ☐ Cash_____ ☐ Other_____
Describe how match will be met. N/A		
Are matching funds in the current budget or does the match require additional funding? Please explain. ☐ Available ☐ Additional Needed ☑ N/A- No matching funds required/requested		
Briefly describe the purpose of the grant. The Department's of Justice's Bureau of Justice Assistance (BJA) administers this program, which allows states and local governments to support a broad range of activities to prevent and control crime and to improve the justice system.		

Program Duplication / Cost Recovery	
Will this project **in any way** duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?	☐ Yes ☑ No ☐ Possibly
Will this grant provide support for a mandated service?	☑ Yes ☐ No
Can we capitalize on this funding to meet current and/or future equipment or facility needs?	☑ Yes ☐ No
Will this grant result in supplanting? *Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.*	☐ Yes ☑ No

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	☑ Yes ☐ No ☐ Possibly
Can the requirements of this grant be met with current staffing levels?	☑ Yes ☐ No ☐ Possibly
Will new positions be requested (or expiring grant funded positions extended)?	☐ Yes ☑ No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	_____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	☑ Yes ☐ No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	☐ Yes ☑ No
Description of items or services to be purchased with funds: Off-road all-terrain vehicles, a side-by-side and dirt bike.	
Will any items purchased with grant funds revert back to the granting agency?	☐ Yes ☑ No If yes, explain
Is funding received in advance or on a reimbursement basis?	☐ In Advance ☑ Reimbursement

I have read, and am familiar with Brunswick County's Grant Policy. I acknowledge that as the Department Head, I am agreeing to be responsible for the administration of this grant and will ensure all requirements are fully met in a timely manner.

Elizabeth Bynum Digitally signed by Elizabeth Bynum Date: 2021.01.27 14:24:16 -05'00'

Department Head Signature — Date

Julie A. Miller Digitally signed by Julie A. Miller DN: cn=Julie A. Miller, o=Brunswick County, ou=Finance, email=julie.miller@brunswickcountync.gov, c=US Date: 2021.01.28 10:23:23 -05'00'

Director of Fiscal Operations — Date: 1/28/21

County Manager — Date: 1-28-2021

☐ Approved by County Manager
☐ Requires BOCC (Agenda Item Needed)

Request Info	
Type	Budget Amendment
Description	GCC FY21 Byrne ATV Equip Grant
Justification	12/6/2021 Board Meeting - Appropriate federal revenues in the amount of $23,177 for the FY2021 Edward Byrne Justice Grant awarded from the Department of Public Safety Governor's Crime Commission. Funds will used to purchase two pieces of all-terrain vehicles/equipment to improve response time in areas that are not accessible by vehicle.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr		
104310	331000	Sheriff's Office	Federal Revenues	23177	Increase	Credit		
104310	455000	Sheriff's Office	Cap Outlay-Equipment	23177	Increase	Debit		

Total

Grand Total:	46354

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 18.

From:
Elizabeth Bynum

Sheriff's Office -- Resolution Authorizing Purchase Under Sole Source Exception

Issue/Action Requested:
Request that the Board of Commissioners approve a Sole Source Resolution associated with a purchase of an investigative tool and associated software system commonly referred to as Penlink.

Background/Purpose of Request:
This Penlink device, with a total value of more than $34,000 including hardware, software licenses and other support costs, will allow investigators access to resources in real-time that are currently unavailable. Current technology and resources create time delays that result in longer investigations and potentially higher risks. This tool can be utilized in many law enforcement investigations including, but not limited to, missing persons, wanted persons, and drug investigations.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approve a Sole Source Resolution associated with a purchase of an investigative tool and associated software system commonly referred to as Penlink.

ATTACHMENTS:

Description

- Sole Source Resolution

County of Brunswick

Office of the County Commissioners

RESOLUTION AUTHORIZING PURCHASE OF PEN-LINK INVESTIGATIVE EQUIPMENT AND ACCOMPANYING SOFTWARE UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS

WHEREAS, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

WHEREAS, the Pen-Link system is the only fully-automated law enforcement surveillance data collection and analysis tool that includes hardware, software, and other support that allows investigators access to both historical and real-time resources that are currently unavailable, including, without limitation, missing persons, wanted persons, and drug investigations; and

WHEREAS, current generally available technology and resources create time delays that result in longer investigations and potentially higher risks; and

WHEREAS, the Pen-Link system, including all Pen-Link software products, maintenance, and hardware configurations, is proprietary and only available from Pen-Link, Ltd., as Pen-Link, Ltd. does not utilize any other agents, dealers, or distributors for its products; and

WHEREAS, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the purchase described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

Adopted this the 6th day of December, 2021.

_____

Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 19.

From:
Jeff Niebauer

Tax Administration - December 2021 Releases

Issue/Action Requested:
Request that the Board of Commissioners approve the December 2021 releases.

Background/Purpose of Request:
Approval of the tax releases for December 2021. A summary of the releases is listed below.

County real property release value $723,970 (9 releases)

County personal property release value $901,701 (26 releases)
Smithville personal property release value $247,023 (5 releases)
Boiling Spring Lakes personal property release value $15,690 (1 release)
Calabash personal property release value $64,063 (2 releases)
Leland personal property release value $280,737(1 release)
Shallotte personal property release value $124,249 (4 releases)
Southport personal property release value $230,390 (3 releases)

County VTS December 2021 release value $177,726 (11 releases)
Smithville VTS December 2021 release value $13,653 (2 releases)
Boiling Spring Lakes VTS December 2021 release value $6,010 (1 release)
Leland VTS December 2021 release value $102,053 (4 releases)
Oak Island VTS December 2021 release value $13,653 (2 releases)

For information purposes only

Winnabow fire district $1062.50 (9 releases)

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners approve the December 2021 releases.

ATTACHMENTS:

Description

- Tax Releases December 2021
- Motor Vehicle Releases (VTS) December 2021 Processed November 2021 (NCDMV Tax & Tag)
- Fire Fee Releases

Tax Releases for December 2021
Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048330	11/12/2021	BARBERIA ELIZABETH	7184 (2021)	20546860	Brunswick County	0560004701A		$403.96-C	$83,290.00	Did not own January 1
048332	11/12/2021	BARBERIA ELIZABETH	7163 (2020)	20546860	Brunswick County	0560004701A		$403.96-C	$83,290.00	Did not own January 1
048334	11/12/2021	BARBERIA ELIZABETH	7075 (2019)	20546860	Brunswick County	0560004701A		$403.96-C	$83,290.00	Did not own January 1
048336	11/12/2021	BARBERIA ELIZABETH	7213 (2018)	20546860	Brunswick County	0560004701A		$372.43-C	$76,790.00	Did not own January 1
048338	11/12/2021	BARBERIA ELIZABETH	7303 (2017)	20546860	Brunswick County	0560004701A		$372.43-C	$76,790.00	Did not own January 1
048340	11/12/2021	BARBERIA ELIZABETH	7179 (2016)	20546860	Brunswick County	0560004701A		$372.43-C	$76,790.00	Did not own January 1

Tax Releases for December 2021
REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048342	11/12/2021	BARBERIA ELIZABETH	007060 (2015)	20546860		0560004701A	TOWN CREEK	$372.43-C	$76,790.00	Improvement Removed from Property
048343	11/12/2021	BARBERIA ELIZABETH	006138 (2014)	20546860		0560004701A	TOWN CREEK	$375.33-C	$84,820.00	Improvement Removed from Property
048344	11/12/2021	BARBERIA ELIZABETH	006270 (2013)	20546860		0560004701A	TOWN CREEK	$363.38-C	$82,120.00	Improvement Removed from Property

Tax Releases for December 2021
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048348	11/12/2021	THE CHANDLER LAW FIRM PA	301704 (2021)	60145920	SHALLOTTE	1970006202	SHALLOTTE	$18.42-C $1.84-LL $13.39-SHA $1.34-SHALL	$3,798.00	DUPLICATE BILL
048349	11/12/2021	KEEN MARTHA W & JERRY L WEST	302399 (2021)	53160230		246BB044	LOCKWOOD FOLLY	$23.40-C	$4,825.00	DUPLICATE BILL
048350	11/12/2021	KELLEY TIM ET KELLY ANGELA	300481 (2021)	60418390		21100045	SHALLOTTE	$113.36-C $11.34-LL	$23,374.00	DUPLICATE BILL
048351	11/12/2021	BRUNSWICK PEST CONTROL INC	301128 (2021)	20075110	BOILING SPRING LAKES	NULL	TOWN CREEK	$76.10-C $7.61-LL $44.25-BSL $4.43-BSLLL	$15,690.00	DUPLICATE BILL
048352	11/12/2021	BLUEWAVE DENTISTRY	301111 (2021)	80084275	LELAND	0580000718	NORTHWEST	$1361.57-C $136.16-LL $701.84-LEL $70.18-LELLL	$280,737.00	DUPLICATE BILL
048353	11/12/2021	SEASIDE CREW LTD	301627 (2021)	30989470	OAK ISLAND	250CJ024	SMITHVILLE	$46.14-C $4.61-LL $3.81-SM $0.38-LSM	$9,514.00	DUPLICATE BILL
048354	11/12/2021	ZENGS HOT WOK INC	300479 (2021)	50791710	SHALLOTTE	197AE00903	LOCKWOOD FOLLY	$158.60-C $15.86-LL $115.27-SHA $11.53-SHALL	$32,701.00	DUPLICATE BILL
048355	11/12/2021	KELLEYS SIGNS INC	301418 (2021)	80052228		21100045	SHALLOTTE	$133.66-C $13.37-LL	$27,558.00	DUPLICATE BILL

Tax Releases for December 2021
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048356	11/12/2021	COASTAL CRAFT BEVERAGE CO LLC	301201 (2021)	80080243	CALABASH	2540000401	SHALLOTTE	$194.62-C $19.46-LL $35.11-CAL $3.51-CALLL	$40,127.00	DUPLICATE BILL
048357	11/12/2021	COASTAL HEARING CENTERS INC	301205 (2021)	80027721	SHALLOTTE	1820009203	LOCKWOOD FOLLY	$67.84-C $6.78-LL $49.30-SHA $4.93-SHALL	$13,987.00	DUPLICATE BILL
048358	11/12/2021	TOTALLY CHICK SALON INC	301741 (2021)	60712355	CALABASH	241OA00901	SHALLOTTE	$116.09-C $11.61-LL $20.94-CAL $2.09-CALLL	$23,936.00	DUPLICATE BILL
048359	11/12/2021	SAN JOSE MEXICAN RESTAURANT OF SHALLOTTE	301618 (2021)	60633320	SHALLOTTE	1970005507	SHALLOTTE	$357.75-C $35.78-LL $260.01-SHA $26.00-SHALL	$73,763.00	DUPLICATE LIST
048360	11/12/2021	MARK MANUFACTURING CORP	301474 (2021)	80004642		NULL	SMITHVILLE	$34.53-COUNTY $3.45-LL $2.85-SM $0.29-LSM	$7,119.00	DUPLICATE BILL
048361	11/12/2021	HEWETT BURTON RENTALS	301348 (2021)	50364600		232HD004	LOCKWOOD FOLLY	$193.86-C $19.39-LL	$39,971.00	DUPLICATE BILL
048372	11/22/2021	SMOOT SUSAN S & NORMA Z SHEPHERD	300225 (2021)	65077540	OCEAN ISLE BEACH	257DA01106	SHALLOTTE	$54.98-C $5.50-LSM	$11,336.00	Duplicate Listing
048373	11/22/2021	MEADOWS KATHARINE COCOLAS	096516 (2021)	80108600		NULL	SHALLOTTE	$28.70-C $2.87-LSM	$5,917.00	Business Sold

Tax Releases for December 2021
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048374	11/22/2021	TERRELL AQUISITION GROUP LLC	301700 (2021)	80093092		1850001033	LOCKWOOD FOLLY	$11.23-C $1.12-LL	$2,316.00	Duplicate Listing

Tax Releases for December 2021
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048362	11/22/2021	LONG STEPHEN MICHAEL	302473 (2021)	80113685	SOUTHPORT	NULL	SMITHVILLE	$100.00-C $43.40-SM $4.34-LSM $320.76-SP $32.08-SPLL	$108,510.00	Clerical Error/DE Error
048363	11/22/2021	CRAWFORD ANGELA DAWN	302069 (2021)	80102637		2273A071	SHALLOTTE	$150.96-C $15.10-LL	$31,126.00	Did Not Own January 1
048364	11/22/2021	DOERFLER MIKAYLA THERESA	302116 (2021)	80101841		08300059	TOWN CREEK	$15.54-C $1.55-LL	$3,204.00	Did Not Own January 1
048365	11/22/2021	WOODS STEPHEN D ETUX	302930 (2021)	66029785		17700007	SHALLOTTE	$4.85-C $0.49-LL	$1,000.00	Did Not Own January 1
048366	11/22/2021	WARFEL WALT	151775 (2021)	80052319	SOUTHPORT	237LF020	SMITHVILLE	$537.92-C $44.36-SM $327.86-SP	$110,912.00	Situs in Another County
048367	11/22/2021	STALLINGS WILLIAM R	302782 (2021)	12407670		1600005105	NORTHWEST	$26.70-C $2.67-LL	$5,506.00	Did Not Own January 1
048368	11/22/2021	SELLERS DONALD	302735 (2021)	23648110		0560004604	TOWN CREEK	$43.87-C $4.39-LL	$9,046.00	Duplicate Listing
048369	11/22/2021	TRAYAH WALLACE JAMES JR	146492 (2021)	80016495	SOUTHPORT	NULL	SMITHVILLE	$53.19-C $5.32-LL $4.39-SM $0.44-LSM $32.42-SP $3.24-SPLL	$10,968.00	Duplicate Listing
048370	11/22/2021	COBLE DAVID D	029468 (2021)	80095070	OAK ISLAND	NULL	SMITHVILLE	$13.29-C $1.10-LL	$2,740.00	Duplicate Listing
048371	11/22/2021	BRYANT ROBERT T	019481 (2021)	80009284	HOLDEN BEACH	NULL	LOCKWOOD FOLLY	$44.32-C	$9,139.00	Did Not Own January 1

Release Category Codes

Release Code	Release Type
BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CLF	C LIEN FEE
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

Release Category Codes

Release Code	Release Type	Release Code	Release Type
PL01	ON PREMISES MALT	PL03	ON PREMISES WINE
SAD24	SAD 24	SAD25	SAD 25
SAD27	SAD 27	SAD28	SAD 28
SC	SANDY CREEK	SCLL	SANDY CREEK LATE LIST
SBSD	SE BRUNSWICK SAN DIST	SHA	SHALLOTTE
SHALL	SHALLOTTE LATE LIST	SM	SMITHVILLE HOSPITAL
SP	SOUTHPORT	SPLL	SOUTHPORT LATE LIST
SAD	SPECIAL ASSESSMENT DISTRICT	SJ	ST JAMES
SJLL	ST JAMES LATE LIST	SB	SUNSET BEACH
SBLL	SUNSET BEACH LATE LIST	T	TOTAL TAX
VAR	VARNAMTOWN	VARLL	VARNAMTOWN LATE LIST
YP	YAUPON BEACH	YPLLL	YAUPON BEACH LAST LIST

VTS RELEASES PROCESSED NOVEMBER 2021

Adjustment #	Abstract #	Name-Last, First, Middle	Tag #	Year	Make	B-VAL	New Value	Diff.	City	Twp.	Overide %	Overide Value	Overide Status	Acquisition Cost	Acquisition Year	Dep Sch	Exempt Type	Notes	Date	Code	Code Description
1092424	63655434	ALLS, TIMOTHY REDMOND	CN53298	2014	LOAD	5,240	1,467	3,773	14	3		1,467						OVERVALUED 10' TRAILER	11/10/21	15	TEC Value Issue
1091116	63596722	DAY, JORDAN MAIRYE	JKD2920	2019	TOYT	23,420	-	23,420	31								MILITARY	HOR- FL	11/10/21	4	Military Exempt
1091122	63479501	MILLER, ERIC LAMAR	THY7355	2019	HONDA	17,290	-	17,290									MILITARY	HOR- TN	11/10/21	4	Military Exempt
1091130	63479587	MILLER, ERIC LAMAR	THY7356	2018	FORD	24,750	-	24,750									MILITARY	HOR- TN	11/10/21	4	Military Exempt
1091822	43992594	JANSEN, JOHN RICHARD	72517	1962	DODG	11,700	500	11,200				500	PERM					ANTIQUE APPLICATION ATTACHED	11/10/21	19	Antique Value Approved
1093042	62715297	ROGER, CHRISTOPHER ANGEL	KR9453	2021	CHEV	48,880	-	48,880	31								MILITARY	HOR- FL	11/10/21	4	Military Exempt
1094263	63736325	DAN, JULIAN	TJR5113	2006	MERZ	6,010	-	6,010	20								MILITARY	HOR0 OH ETS-20240217	11/15/21	4	Military Exempt
1094295	62766810	EGGELING, SUZANNE JEAN	CN32498	2012	CHED	4,280	567	3,713	31			567						OVERVALUED 8' TRAILER	11/16/21	15	TEC Value Issue
1094618	361591	BRUSEHABER, ROGER JOHN	BES4604	1966	CHEV	20,000	10,120	9,880	14	3		10,120						AVG OF 4 COMPARABLE	11/16/21	20	Appealed value
1095184	36025611	ADKINS, STEVEN SHANE	R0CKN0UT	2017	TOYT	26,040	-	26,040	31								MILITARY	HOR-AK	11/18/21	4	Military Exempt
1094938	43805349	DLOUGH, JUSTIN	LEE	2013	HYUN	5,570	2,800	2,770						3,500	2017	B-20		BOS 2017=$3500	11/18/21	1	Adjusted per Purchase Price

DECEMBER 2021
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048331	11/12/2021	BARBERIA ELIZABETH	7184 (2021)	20546860	Brunswick County	0560004701A		$137.50-WINF	$83,290.00	Did not own January 1
048333	11/12/2021	BARBERIA ELIZABETH	7163 (2020)	20546860	Brunswick County	0560004701A		$137.50-WINF	$83,290.00	Did not own January 1
048335	11/12/2021	BARBERIA ELIZABETH	7075 (2019)	20546860	Brunswick County	0560004701A		$137.50-WINF	$83,290.00	Did not own January 1
048337	11/12/2021	BARBERIA ELIZABETH	7213 (2018)	20546860	Brunswick County	0560004701A		$125.00-WINF	$76,790.00	Did not own January 1
048339	11/12/2021	BARBERIA ELIZABETH	7303 (2017)	20546860	Brunswick County	0560004701A		$125.00-WINF	$76,790.00	Did not own January 1
048341	11/12/2021	BARBERIA ELIZABETH	7179 (2016)	20546860	Brunswick County	0560004701A		$100.00-WINF	$76,790.00	Did not own January 1
048345	11/12/2021	BARBERIA ELIZABETH	007060 (2015)	20546860		0560004701A	TOWN CREEK	$100.00-WINF	$0.00	Improvement Removed from Property
048346	11/12/2021	BARBERIA ELIZABETH	006138 (2014)	20546860		0560004701A	TOWN CREEK	$100.00-WINF	$0.00	Improvement Removed from Property
048347	11/12/2021	BARBERIA ELIZABETH	006270 (2013)	20546860		0560004701A	TOWN CREEK	$100.00-WINF	$0.00	Improvement Removed from Property

Release Category Codes

Release Code	Release Type	Release Code	Release Type
BHI	BALD HEAD ISLAND	BHILL	BALH HEAD ISLAND LATE LIST
BEL	BELVILLE	BELLL	BELVILLE LATE LIST
BSL	BOILING SPRING LAKES	BSLLL	BOILING SPRING LAKES LATE LIST
BOL	BOLIVIA	BOLLL	BOLIVIA LATE LIST
CLF	C LIEN FEE	CAL	CALABASH
CALLL	CALABASH LATE LIST	CS	CAROLINA SHORES
CSLL	CAROLINA SHORES LATE LIST	CAS	CASWELL BEACH
CASLL	CASWELL BEACH LATE LIST	C	COUNTY
FF	FIRE FEE	HB	HOLDEN BEACH
HBLL	HOLDEN BEACH LATE LIST	INT	INTEREST
LL	LATE LIST PENALTY	LSM	LATE LIST SMITHVILLE
LEL	LELAND	LELLL	LELAND LATE LIST
LB	LONG BEACH	LBLL	LONG BEACH LATE LIST
NAV	NAVASSA	NAVLL	NAVASSA LATE LIST
NW	NORTHWEST	NWLL	NORTHWEST LATE LIST
OI	OAK ISLAND	OILL	OAK ISLAND LATE LIST
OIB	OCEAN ISLE BEACH	OIBLL	OCEAN ISLE BEACH LATE LIST
PL02	OFF PREMISES MALT	PL04	OFF PREMISES WINE

Release Category Codes

Release Code	Release Type	Release Code	Release Type
PL01	ON PREMISES MALT	PL03	ON PREMISES WINE
SAD24	SAD 24	SAD25	SAD 25
SAD27	SAD 27	SAD28	SAD 28
SC	SANDY CREEK	SCLL	SANDY CREEK LATE LIST
SBSD	SE BRUNSWICK SAN DIST	SHA	SHALLOTTE
SHALL	SHALLOTTE LATE LIST	SM	SMITHVILLE HOSPITAL
SP	SOUTHPORT	SPLL	SOUTHPORT LATE LIST
SAD	SPECIAL ASSESSMENT DISTRICT	SJ	ST JAMES
SJLL	ST JAMES LATE LIST	SB	SUNSET BEACH
SBLL	SUNSET BEACH LATE LIST	T	TOTAL TAX
VAR	VARNAMTOWN	VARLL	VARNAMTOWN LATE LIST
YP	YAUPON BEACH	YPLLL	YAUPON BEACH LAST LIST

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 20.

From:
Bob Tweedy

Utilities - McKim & Creed NE Regional WWTP Design Amendment (Bob Tweedy)

Issue/Action Requested:
Request that the Board of Commissioners approve the contract amendment with McKim and Creed to extend the construction administration and periodic construction observation portions of their agreement from a total of 20 months to a total of 27 months, and to increase their contract amount by $63,400.

Background/Purpose of Request:
In April 2018, the Board of Commissioners approved an agreement with McKim & Creed for professional services associated with the expansion of the Northeast Brunswick Regional WWTP capacity by 2.5 million gallons/day to a total of 4.975 million gallons/day. The agreement included Construction Administration (Task 9) and Periodic Construction Observation (Task 10) based on a construction period of 18 months to achieve substantial completion and two additional months to reach final completion.
During the pre-bid meeting, several contractors expressed reservations about bidding the project with such an aggressive construction schedule. To maximize the number of bids, by reducing the exposure to liquidated damages, the construction period to achieve substantial completion was lengthened by 4 months. In September 2019, five bids were received. T A Loving Co., Inc. was selected as the contractor and a Notice to Proceed was issued November 8, 2019.

Shortly after the start of construction, the Covid-19 pandemic began, having adverse effects on the construction work force and the supply and delivery of the necessary materials and equipment. Weather delays also adversely affected the progress of construction. The contractor currently expects to reach final completion in February 2022.

Staff recommends an amendment with McKim & Creed to extend their construction administration and periodic construction observation by seven months, and a corresponding increase of $63,400 in the agreement amount. The total agreement amount will increase from $2,392,000 to $2,455,400.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:

Recommend the Board of Commissioners approve the contract amendment with McKim and Creed to extend the construction administration and periodic construction observation portions of their agreement from a total of 20 months to a total of 27 months, and to increase their contract amount by $63,400.

ATTACHMENTS:

Description

- Utilities - NE Regional WWTP Expansion Board Action - Attach 1
- Amendment

APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
April 16, 2018

See attached excerpt from minutes and revised contract: Board approved change from 1.65 MGD to 2.5 MGD & contract amount from $1,950,850 to $2,392,000

Action Item # VIII. - 4.

From:
John Nichols, P.E.

Utilities - Northeast Brunswick Regional Wastewater Treatment Plant Expansion Contract McKim & Creed (John Nichols, Director of Public Utilities)

Issue/Action Requested:
Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to approve the contract with McKim & Creed in the amount of $1,950,850 for engineering and construction administration services associated with a 1.65 million gallon per day (MGD) expansion of the Northeast Brunswick Regional Wastewater Treatment Plant (WWTP) and Phase II Force Main (18" diameter – 11,000 LF +/-).

Background/Purpose of Request:
The wastewater flows into the Northeast WWTP have been steadily increasing due to growth in the northeast area of Brunswick County. The average monthly flows into the treatment plant have at times reached approximately 90% of the design capacity. In April 2017 the Board of Commissioners authorized McKim & Creed to perform a Preliminary Engineering Report (PER) that estimated future flows, evaluated treatment expansion options, verified transmission system improvement recommendations, and provided cost estimates for the expanded facilities.

Design costs comparison for a 1.65 and a 2.5 mgd expansion are enclosed for information. Based on the results presented in the PER, and input from our Regional Partners, it has been decided to move forward with a 1.65 million gallon per day (MGD) expansion of the Northeast Brunswick Regional Wastewater Treatment Plant and Phase II Force Main (18" diameter – 11,000 LF +/-).

Subsequently, a scoping meeting was held with the firm and a fee negotiated.

Staff recommends approval of the proposed contract with McKim & Creed in the amount of $1,950,850. Costs will be reimbursed by participants needing capacity.

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 appropriates $2,000,000 of proceeds from revenue bonds for engineering services associated with Northeast Brunswick Regional Wastewater Treatment Plant and force main expansion project.

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize the Chairman and Clerk to the Board to approve the

contract with McKim & Creed in the amount of $1,950,850 for engineering and construction administration services associated with a 1.65 million gallon per day (MGD) expansion of the Northeast Brunswick Regional Wastewater Treatment Plant (WWTP) and Phase II Force Main (18" diameter – 11,000 LF +/-).

ATTACHMENTS:

Description

- Utilities - Northeast WWTP 1.65 MGD Expansion Contract McKim & Creed - Attach 1
- 20180416 Budget Amendment NEBRWWTP Expansion
- 20180416 CPO NEBR WWTP Expansion
- Design Cost Comparison (Fee Summary)

Clerk to the Board of Commissioners

Routing Sheet for Board Action

Date of Meeting: 4/16/2018

Ref: Utilities – Request for Approval of Northeast Brunswick Regional Wastewater Treatment Plant Expansion Contract McKim & Creed

☑ Received by Clerk's Office Date Received: 4/10/2018 # Originals: 2

☑ Approved by Board of Commissioners 4/10/18

☑ Filed & Sent to Dept. Date Sent: 4/18/18 # Originals: 1

☑ Received by Department Date Received: 4/18/18 # Originals: 1

Signature of Recipient: Kathy Walters

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

the publication of notice of the confirmation of the assessment roll. Each subsequent installment shall be due one year thereafter.

This the 16th day of April, 2018.

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
Frank Williams, Chairman

ATTEST:
Andrea G. White, NCCCC
Clerk to the Board

4. **Utilities - Northeast Brunswick Regional Wastewater Treatment Plant Expansion Contract McKim & Creed (John Nichols, Director of Public Utilities)**
Request that the Board of Commissioners authorize the Chairman and Clerk to the Board to approve the contract with McKim & Creed in the amount of $1,950,850 for engineering and construction administration services associated with a 1.65 million gallon per day (MGD) expansion of the Northeast Brunswick Regional Wastewater Treatment Plant (WWTP) and Phase II Force Main (18" diameter – 11,000 LF +/-).

Mr. Nichols explained that the Board approved an agreement with McKim & Creed Engineers in April 2017 to look at the estimated flow rates and to determine the next logical expansion size for the Northeast WWTP. Following much discussion with the participants in the northeast, it was determined that a 1.65 MGD expansion was best. However, recent information from participants changed the recommendation to a 2.5 MGD expansion. Mr. Nichols asked that the request be amended to authorize the Chairman and the Clerk to the Board to approve the contract with McKim & Creed in the amount of $2,392,000 for engineering and construction administration services associated with a 2.5 MGD expansion of the Northeast Brunswick Regional Wastewater Treatment Plant and associated budget amendment and capital project ordinance.

Chairman Williams moved to approve the contract with McKim & Creed with the specifications as outlined by Mr. Nichols for a 2.5 MGD expansion in the amount of $2,392,000 and the associated budget amendment and capital project ordinance.

Chairman Williams asked for discussion on the motion. Hearing none, he called the question. The vote of approval was unanimous.

5. **Utilities - Receive Northwest Water Treatment Plant Final Recommendations and Amendment No. 2 CDM Smith (John Nichols, Director of Public Utilities)**
Request that the Board of Commissioners receive the final recommendations for water treatment options for the Northwest Water Treatment Plant (NWWTP), budgetary cost information for the NWWTP upgrades, updated reverse osmosis pilot testing data, information regarding treatment goals, and approve the budget amendment and authorize the Chairman and Clerk to the Board to approve the contract amendment with CDM Smith in the amount of $778,900 for preliminary engineering services associated with the design of the advanced treatment options and expansion of the Northwest Water Treatment Project.

Mr. Nichols explained that CDM Smith gave a preliminary report to the Board last month regarding the evaluation of water treatment options for the NWWTP. He introduced Mr. Reed Barton and Mr. Bill Dowbiggin of CDM Smith to present the highlights of the final study.

Mr. Barton and Mr. Dowbiggin reviewed the Final Report analysis used to determine the advanced treatment needed for the NWWTP to remove emerging contaminants. Based upon the findings of the report, CDM Smith recommended capacity expansion of the NWWTP to meet water demands and implementation of Low-Pressure Reverse Osmosis (LPRO) Advanced Treatment. The estimated cost for the expansion of the NWWTP is $38 million and the LPRO is $99 million for a total of $137 million. They also recommended looking for value engineering and cost saving ideas in the next phase. Currently, CDM Smith is working to complete the pilot testing and will be submitting the National Pollutant Discharge Elimination System (NPDES) permit application. Preliminary and final design and bidding construction will follow.

Mrs. Hardy suggested that the Board consider moving forward with approving the Preliminary Engineering Report Amendment No. 1 signed by the County Manager on behalf of the Board, as well as Amendment No. 2 which is the contract to continue moving forward. She also suggested that the Board consider keeping the options open and conducting a workshop at the May 10th Budget Meeting before deciding on a final advance treatment method course.

Following discussion, Commissioner Forte moved to approve Amendment No. 1 and No. 2 with CDM Smith and hold a workshop on May 10, 2018 for further discussion and study as suggested by Mrs. Hardy.

Chairman Williams asked for discussion on the motion. Hearing none he called the question. The vote of approval was unanimous.

IX. OTHER BUSINESS/INFORMAL DISCUSSION

Chairman Williams asked if there were any other items of business or discussion. No items were presented.

X. CLOSED SESSION

1. **Closed Session - Approve Closed Session Minutes and Consult with Attorney**
   Request that the Board of Commissioners enter into Closed Session pursuant to G.S. 143-318.11(a)(1) to approve Closed Session Minutes and G.S. 143-318.11(a)(3) to consult with its attorney.

   Mr. Bryan Batton, Assistant County Attorney, asked for a motion to enter into Closed Session pursuant to G.S. 143-318.11(a)(1) to approve Closed Session Minutes and G.S. 143-318.11(a)(3) to consult with the attorney.

   Commissioner Cooke moved to enter into Closed Session at 7:32 p.m. as requested by the Assistant County Attorney. The vote of approval was unanimous.

Chairman Williams called the regular meeting to order at 7:44 p.m. and asked the Assistant County Attorney if there was anything to report from Closed Session.

Mr. Batton stated there was nothing to report.

XI. ADJOURNMENT

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 April 16, 2018 ("Effective Date") between

Brunswick County ("Owner")

and

McKim & Creed, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Northeast Brunswick Regional Wastewater Treatment Plant Expansion ("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 A.

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 A 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.

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: **Brunswick County**

By: _____

Title: Chairman

Date Signed: 4-16-2018

ENGINEER: **McKim & Creed, Inc.**

By: Anthony W. Boahn

Title: Vice-President

Date Signed: 4-3-18

Engineer License or Firm's Certificate Number: F-1222

State of: North Carolina

Clerk to the Board

Andrea White

"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

4/6/18
Date

Address for giving notices:

Brunswick County
PO Box 249
Bolivia, NC 28422

Address for giving notices:

McKim & Creed, Inc.
243 N. Front Street
Wilmington, NC 28401

EXHIBIT "A"
SCOPE OF WORK
(McKim & Creed Proposal No. 170622)

SCHEDULE I
NORTHEAST BRUNSWICK REGIONAL WASTEWATER TREATMENT PLANT EXPANSION

I. PROJECT UNDERSTANDING AND PURPOSE

The following presents the scope of work to provide professional engineering services for a 1.65 MGD expansion of the County's Northeast Brunswick Regional Wastewater Treatment Plant (WWTP) from its current permitted capacity of 2.475 MGD to a "phased total capacity" of 4.125 MGD. McKim & Creed, Inc. will provide the following major services for expansion of the facility:

- Preparation of an Engineering Alternatives Analysis (EAA)
- Preparation of an SEPA Environmental Assessment (SEPA)
- Preliminary design
- Final design
- Permitting Assistance
- Prequalification of Bidders Assistance
- Formal Bid & Award Services
- Construction Administration
- Construction Observation
- Post Construction Services

The scope of services described herein is based upon providing treatment for municipal grade, domestic strength wastewater, of which final influent parameters will be determined during the preliminary design phase of the project. The 1.65 MGD expansion will be designed to adhere to the current parameters of the existing NPDES Permit No. NC0086819. The current NPDES permit for the facility does not require nitrogen or phosphorous removal. If nitrogen and/or phosphorous removal is required as part of the permit modification to expand the facility, additional services will be required in order to accommodate design changes necessary to provide treatment for these constituents.

Additionally, **Figure A** included with this document provides a schematic of the proposed expansion and is the general basis for the scope of work described herein. Major treatment components are anticipated to include:

- New Headworks sized for 5.775 MGD average daily flow capacity and appropriate peaking factor
- Additional Equalization Storage Tank sized for the 5.775 average daily flow capacity
- Flow Splitter Box

- Autothermal Thermophilic Aerobic Digestion (ATAD)
- Single 1.65 MGD Oxidation Ditch
- Returned Activated Sludge/Waste Activated Sludge Pump Station
- Secondary Clarifiers
- UV Disinfection System
- Effluent Flow Metering
- Effluent Pump Station Modifications
- New Parallel Effluent Force Main
- Waste Activated Sludge Handling Facilities

Based on these parameters, our detailed scope of work is provided as follows:

II. SCOPE OF WORK

The Project components described below comprises our proposed Scope of Work.

Task 1 – Planning Charrette & Basis of Design

McKim & Creed will conduct an initial planning charrette with Brunswick County staff to develop project goals and milestones. Major Project components will be reviewed and input from County staff will be incorporated as part of the project design. Based on the decisions made during the Planning Charette, McKim & Creed will prepare a Basis of Design Document for the project. The Basis of Design Document will include the design parameters that will be used to design each unit process in the proposed 1.65 MGD expansion treatment train and a preliminary list of technical specifications that will be written for the project. Design parameters for wastewater influent characteristics will be based upon the most recent 12-months of Daily Monitoring Reports (DMR's) for the facility (to be provided by Brunswick County). The Basis of Design Document will include a series of technical memoranda describing key design aspects and calculations for the unit treatment process elements and the major disciplines (civil, electrical, I&C, mechanical, and structural). McKim & Creed will submit the Basis of Design to the County for review and comment.

Task 2 – Engineering Alternatives Analysis (EAA)

McKim & Creed will utilize the EAA previously prepared by WK Dickson in 2009 for the facility to prepare a current EAA for the proposed expansion. The WK Dickson EAA will be utilized as a basis for alternatives evaluated and updated for justification and demonstration of need for the requested wastewater flow volume. The revised EAA will be prepared in accordance with current NC Division of Water Resources (NCDWR) guidelines and regulations for expansions of wastewater treatment systems. The EAA will be submitted to the County for review and comment and subsequently submitted to NCDWR for review after incorporating staff input. Comments received from NCDWR will be incorporated and a final EAA document will be prepared and submitted.

Task 3 – State Environmental Policy Act (SEPA) Review

The proposed 1.65 MGD expansion exceeds the minimum NCDWR SEPA guidelines, which stipulate that an expansion of an existing discharge facility of 0.5 MGD requires a SEPA review. The purpose of the SEPA review is to determine the projects direct, secondary, and cumulative impacts to the environment and natural resources. The SEPA process requires either an Environmental Impact Statement (EIS) or an Environmental Assessment (EA) to determine such impacts. Based on the scope of this project, it is anticipated that an EA will be required. Therefore, this scope of work includes the preparation of a SEPA level EA document to be prepared in accordance with current NCDWR SEPA guidelines and regulations. The EA will be submitted to the County for review and comment and subsequently submitted to NCDWR for review upon incorporating staff input. Comments received from NCDWR will be incorporated and a final EAA document will be prepared and submitted.

Task 4 – Preliminary Design Phase

Pre-Design Phase

1. Field Topographic Surveys: Survey work will be performed to the Standards of Practice for Land Surveying in North Carolina. Horizontal survey control will be referenced to NC Grid NAD 83 or otherwise specified. Vertical control will be referenced to NAVD88 or otherwise specified. McKim & Creed will utilize conventional surveys to develop base maps with sufficient accuracy to allow completion of engineered design drawings for the specific infrastructure designs described by this agreement. The scope of survey shall include:

    - The County owned property immediately west of and adjacent to the existing WWTP. This area is estimated at approximately 6 acres.
    - Limited surveys of existing structures at the WWTP to verify critical elevations and/or dimensions necessary to incorporate the new expansion facilities with the existing plant. Existing record drawing data from the WK Dickson December 2013 *Revised After Construction* documents will be utilized for reference.
    - Ten (10) Level A Subsurface Utility Engineering investigations. The SUE Investigations will be utilized to locate critical underground infrastructure at the existing plant site for integration of the new facility design with the existing infrastructure.
    - Set horizontal and vertical control at the WWTP.

2. Geotechnical Investigations: Conduct twenty-four (24) geotechnical soil borings at the proposed plant site to ascertain soil conditions for design purposes. Provide field survey to determine the horizontal location and vertical elevation for each soil boring.
3. Wetlands Delineations: Conduct wetlands delineation of the proposed plant site expansion area. The proposed plant expansion configuration will incorporate the

required setbacks and buffers per NCDEQ regulations for publicly owned wastewater treatment facilities.

30% Preliminary Design

1. Process Design Computations: Develop process design computations for unit treatment processes.

2. Establish Preliminary Equipment Sizing: Work with vendors and suppliers to develop preliminary process equipment selection and sizing.

3. Select and Size Auxiliary Equipment: Develop preliminary SCADA and electrical systems.

4. Basis of Design Update: Update the Basis of Design Document as required based on the 30% preliminary design effort.

5. Process Schematic, Hydraulic Profile, and Flow Diagrams: Prepare a system schematic, hydraulic profile and flow diagram for the proposed wastewater treatment facility.

6. Wastewater Treatment Facility Site Plan: Prepare a preliminary site plan showing location of major treatment units, tanks, structures and process piping on the proposed site.

7. Instrumentation & Controls: Prepare preliminary plans and specifications as required for integration for the expansion to be monitored and controlled through the County's county-wide SCADA.

8. Effluent Pump Station Modifications: Prepare preliminary plans for modifications to the existing effluent pump station and existing reclaimed water pump station. The current facility includes an existing effluent pump station and an existing reclaimed water pump station connected by common-wall construction. The scope of work herein includes design modifications to hydraulically connect the wetwells of the effluent pump station and the reclaimed water pump station to provide a single effluent pump station wetwell. The hydraulic connection will be via a piped or sluice-gate style opening in the common wall. This scope of work assumes that the combined wetwells are sufficiently sized for the proposed 4.125 MGD capacity. Pump upgrades and electrical modifications are included in the scope of work to meet the proposed 4.125 MGD plant capacity. (Reference **Figure B**).

9. New Parallel Effluent Force Main: Prepare preliminary plans for a new parallel effluent force main. The existing 16-inch effluent force main will remain operational to convey effluent from the current 2.475 MGD facility. A new parallel effluent force main will be

designed for installation in the County's existing 30' permanent utility easement to the Cape Fear River. This scope of work assumes that sufficient space is available to construct the new parallel main in the existing easement. The new parallel effluent force main will combine with the existing effluent force main and discharge to the Cape Fear River through the existing 30-inch HDPE outfall diffuser. This scope of work assumes that the existing outfall/diffuser is sufficiently sized for the additional1.65 MGD capacity. Therefore, a new river diffuser/outfall is not included in this scope of work. (Reference **Figure B**).

10. Preliminary Engineer's Opinion of Probable Construction Cost: Prepare an updated preliminary construction cost opinion using the various preliminary design documents to improve the accuracy of the initial, conceptual construction cost opinion.

11. Submit Preliminary Design Documents for Review: Compile and submit the updated basis of design document, process schematics, hydraulic profile, preliminary site plan, and cost opinion to the County for review and approval as part of the 30% stage of design completion.

12. Review 30% Submittal with County: Meet with the County Staff to review, discuss and receive owner input on the 30% design submittal.

13. Revise & Address County Comments on 30% Submittal: Revise the appropriate preliminary design documents (as necessary within the original scope of the project) to address the County's 30% design review comments. The updated Basis for Design document will be finalized and included as part of the Authorization to Construct (ATC) application package to be submitted at final design.

Task 5 – Final Design & Specifications Phase

60%, 90% and Final Design

1. Prepare 60%, 90% and final design drawings and construction documents based on a **single** prime construction contract.
2. Complete final design and prepare bid and construction documents for a single prime construction contract. The final design documents will generally include the following:
    - Civil/Site for Plant
    - Mechanical
    - Electrical
    - Plant I&C
    - Structural
    - HVAC
    - Plan/Profile for Effluent Force Main

3. 60% and 90% Submittals: Prepare and submit drawings at completion stages for review by the County 60% and 90% stages.
4. Review Meetings: McKim & Creed will attend regular meetings with the County staff as needed during the final design effort to provide project status updates, review project documents and receive comments. In addition, we will schedule and participate in two formal Final Design review meetings with the County's project review team at the, 60%, and 90% stage of Final Design preparation.
5. Prepare Opinions of Probable Cost: Updated opinions of probable cost will be prepared for the project to be submitted at the 90% stage of design completion.
6. Prepare technical specifications: Technical specifications will be prepared for the construction contract. The document shall include a comprehensive table of contents followed by the 16-division technical specifications to be included in the Construction Documents.
7. Bidding & Contract Documents: Prepare appropriate bid and contract documents for the construction contract based on current Brunswick County standards and requirements.
8. Prepare "Released for Regulatory Review" drawings based upon County review comments from the 90% submission.
9. Engineer's Opinion of Probable Construction Cost: McKim & Creed will update the 90% Cost Opinion, if needed, to reflect the edits and/or comments from the County associated with the "Released for Regulatory Review" document set.
10. Engineer's Design Computations Manual: Design assumptions, computations, equipment selections, hydraulic capacity, process sizes, equipment requirements, and associated information will be prepared as part of the design and compiled into a three-ring binder titled "Design Manual" for submission to appropriate regulatory agencies during the permitting process.

Project Meetings

Periodic project meetings will be held at critical points during project design, but no less than at the 30, 60, and 90 percent completion levels. McKim & Creed will conduct 1-day workshops with County staff at the noted completion levels to provide detailed project review and obtain staff input on current design. Basic information to be provided at each completion level is outlined as follows:

30% Design Submittal

- Preliminary design of component sizing
- Preliminary outline drawings
- Opinion of Probable Cost

60% Design Submittal

- Final component sizing
- Design drawings of major structures
- Preliminary technical specifications
- Preliminary drawing details

90% Design Submittal

- Design drawings for all project components
- Drawing details
- Technical Specifications
- Contract Documents
- Opinion of Probable Cost

Quality Assurance and Quality Control

The Consultant will include an in-house quality assurance/quality control (QA/QC-Value Engineering Review) review with staff members not involved in the project. The QA/QC review will be entirely separate from the normal in-house reviews conducted by the project team and the County's staff. The QA/QC review will be conducted after the 30, 60 and 90 percent design submittals and its findings presented to the design team along with comments from the County's 30, 60 and 90 percent design review.

Design Phase Major Deliverables

McKim & Creed will provide the following for the Design Phase scope of work:

1. On the basis of approved preliminary drawings and basis of design, prepare 100 percent final drawings indicating the scope, extent, and character of the work to be performed and furnished by contractor. Specifications will be prepared in general conformance with the 16-division format of the construction Specification Institute.
2. Prepare and furnish bidding documents for review and approval by OWNER, its legal counsel, and other advisors, as appropriate and assist OWNER in the preparation of other related documents. Note that preparation of the bidding documents are based on funding provided via Brunswick County and does not include provisions for outside funding agencies or sources. If other funding mechanisms are utilized, additional services will be required to incorporate the funding agencies requirements into the bid documents and obtaining funding approvals.
3. Submit three (3) final copies, one reproducible set, and electronic files of the bidding documents and a revised opinion of probable construction cost to OWNER.

Task 6 – Permitting Phase Services

The Consultant will assist the County with obtaining all permits required for the project. The permits required for this project are anticipated to include the following.

- NPDES Permitting
- NCDOT Encroachment Agreement
- NCDOT Driveway Permit
- Brunswick County Planning and Zoning Review
- Brunswick County Fire Marshall Review
- Cursory Submittal to Brunswick County Inspections (prior to Bid)
- NCDEQ Soil & Erosion Control
- NCDEQ Stormwater
- US Army Corps of Engineers Nationwide 12/14
- CAMA
- Authorization to Construct

The Consultant will prepare the applications and following execution by Brunswick County, will submit the applications to the appropriate agency for approval. The Consultant will address comments from the agencies and assist the County with negotiations concerning permitting issues that may arise. Permit fees to be paid by McKim & Creed are detailed in Exhibit B.

Note that this scope of work assumes that the property is properly zoned for the intended use of a wastewater treatment plant and that review by Brunswick County Planning and Zoning is limited to the County's standard review process. Rezoning and/or subsequent additional planning and zoning review is not included in this scope of work.

Task 7 – Bidder Pre-Qualification Assistance

McKim & Creed will assist the County in conducting a pre-qualification process for potential bidders in order to develop a list of qualified construction contractors for the project. The pre-qualification process will adhere to *"Brunswick County Utilities Policy on the Prequalification of Bidders for Construction and Repair Work"*. Specific tasks include the following:

1. Assist in the preparation of an Invitation to Prequalify and Bid advertisement for the project.

2. Review the list of pre-qualification standard requirements with County staff and incorporate suggested revisions to the list that may be beneficial to the proposed project

3. Schedule and conduct a pre-submittal meeting, receive questions from prospective attendees, prepare and distribute minutes.

4. Respond to bidder inquiries and prepare Addenda as required. Addenda shall be submitted in reproducible format to the agreed upon media outlets and all bidders to whom the pre-qualification package have been issued.

5. Review all bidder documentation and request clarifications to determine if bidder has met the requirements of the pre-qualification solicitation.

6. Review the list of proposed pre-qualified bidders with County staff and make any final edits and revisions to the pre-qualified list of bidders. McKim & Creed will work jointly with County staff to assist in developing the pre-qualified bidders list; however, the County shall be responsible for the final determination of which bidders will be deemed as pre-qualified. Note that assistance or responses to protests from prospective contractors is not included in this scope of work and is considered an additional service.

Task 8 – Bidding & Award Phase

Bid Document Administration

The final contract documents (bid documents) will consist of the plans (drawings) and specifications for the expansion of the NE Brunswick Regional WWTP. The contract documents will be used by the contractor to prepare bids for the work detailed on the plans and described in the specifications. The final contract documents will include, if needed, such items as pre-purchased and/or pre-qualified equipment. Other tasks to be performed by the Consultant will include preparation of a final opinion of construction cost. The contract documents will include the following disciplines.

- Civil Site
- Structural
- Mechanical
- Environmental / Sanitary
- Electrical Power
- Electrical Controls / Instrumentation / SCADA

Our scope of work for Bid Phase services is premised on our understanding that McKim & Creed will be responsible for managing the bid and contracting process for one (1) construction contract. Our role in the bid phase will include working with the County Staff to assist with the pre-bid conference, preparation of pre-bid meeting minutes for distribution to bidders, responding to written questions from bidders, preparing written responses to bidder questions, assisting with bid evaluations, and working with County Staff to coordinate and conduct the bid opening. The documents for bidding will be provided to the County by McKim & Creed including necessary addenda.

Specifically Bid Phase tasks will include:

1. Provide necessary information to Brunswick County for the preparation of project bid advertisement.
2. Provide necessary information for the preparation of the bid package that will be utilized for bid solicitation.
3. Conduct the Pre-Bid meeting and issue minutes.
4. Assist in answering bidder's questions concerning elements designed by McKim & Creed and prepare technical information as necessary for inclusion in addenda if required.
5. Provide Brunswick County with written responses for publishing of addenda. All addenda will be published by the County.
6. Provide Brunswick County with one set of official, signed and sealed construction document sets for their file.
7. Attend and/or conduct the bid opening.
8. Review bid packages and prepare the certified bid tabulations.
9. Provide written letter of recommendation of award.
10. Compile contract documents for execution.
11. Provide for three (3) sets of documents for execution for the Owner, Engineer, and Contractor.

The Bid Phase will conclude upon Brunswick County's issuance of a notice of award to the selected construction contractor.

Task 9 – Construction Administration

Our scope of work for Construction Administration services is premised on administering (1) construction contract over a 20-month consecutive construction period. The construction period is based on 18 months to reach substantial completion and an additional 2 months to reach final completion. If the contract duration extends beyond this construction period or is delayed, Engineer shall be entitled to adjustment of the scope and fee associated with this task.

Our construction administration services will include:

1. Conduct pre-construction meeting and issue minutes.
2. Schedule and hold regular monthly construction meetings with the owner and contractor. Prepare and distribute construction meeting minutes to document discussions and responsibilities.
3. Receive, log, track and perform shop drawing reviews. Compare shop drawings to the plans and technical specifications, note deficiencies or compliance issues, and issue comments to the contractor within 10 business days of receipt.

4. Receive, log, track, & respond to contractor's written requests for information or clarification of the contract documents.
5. Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
6. Receive, log, track, & respond to notifications from contractor of changes to work conditions and requests for change orders.
7. Review materials testing for conformance to the specifications.
8. Receive, log, track, & review contractor's monthly invoices and make recommendations for payment.
9. Conduct site visits with County staff as often as necessary to review project status, and to confirm/certify that work is progressing in accordance with the approved construction documents.
10. Schedule and conduct the substantial completion evaluation. Prepare the substantial completion punchlist and submit for Owner concurrence, and work with the contractor to insure outstanding work is completed.
11. Upon satisfactory completion of the Substantial Completion punchlist and after reviewing test results from the Contractor, prepare the Engineer's Substantial Completion Certification.
12. Schedule and conduct the final completion evaluation. Prepare the final completion punchlist and work with the contractor to insure work is fully complete.
13. After the contractor has satisfactorily completed the final punchlist, submitted all test results, as-built redlined drawings, and release of waivers and claims, McKim & Creed will prepare the Engineer's Final Completion Certification.

Construction Administration Services will also include the following:

1. <u>System Startup and Commissioning</u>
   McKim & Creed will assist the Owner, in the startup, testing, and commissioning the new wastewater treatment facility. The Owner will be responsible for coordinating with the contractor and identifying deficiencies or corrective measures necessary to startup and operate the facility in accordance with the approved NPDES permit and contract Document. McKim & Creed will provide technical guidance and assistance to the County in support of the startup and commissioning process.

2. <u>Record Drawings</u>
   Our effort for Record Drawing preparation services is premised on the understanding that the contractor will be responsible for continuously maintaining red-lined "as-built" markups on the approved construction drawings. Final after construction surveys will be made for final horizontal and vertical elevation verifications of the completed project for the following items:

- Horizontal location of major plant structures
- Vertical location/elevation of top of wall at structures
- Vertical location of critical hydraulic components (weirs, overflows, etc.)

McKim & Creed will utilize the red-line markups provided by the contractor in conjunction with the after construction survey data noted above to prepare the final Record Drawings.

3. Limited Operations and Maintenance Manual Update
   McKim & Creed will prepare a limited update to the current facility O&M manual to include compiling the vendor provided individual equipment O&M manuals and written description of new processes that differ from the current facility. This scope of work assumes that the proposed facility will be an expansion of the current oxidation ditch process, therefore, only basic edits to the existing O&M manual will be provided by McKim & Creed:

   1. Update manual to include a brief description of new unit treatment processes
   2. Update the manual for startup, shut down, or normal operational procedures specific to the new facility configuration.
   3. Add a list of new vendor supplied O&M Manuals

Task 10 - PERIODIC CONSTRUCTION OBSERVATION

McKim & Creed will provide periodic field observation during construction. Note that Brunswick County personnel will be responsible for all day-to-day construction observation, reports, inspections, punch-lists, and identification of corrective actions for compliance with contract documents for all project components. This project scope assumes that Brunswick County will provide a full-time construction observer qualified and experienced in municipal treatment plant construction.

McKim & Creed's efforts will be minimal and only as required for certification to regulatory agencies and will be based upon field observation of constructed components by County personnel. This scope of work is based on an average of 16 hours per week and a construction timeline of 20 consecutive months. If the contract duration extends beyond this construction period or is delayed, Engineer shall be entitled to adjustment of the scope and fee associated with this task.

Task 10A - CONSTRUCTION PHASE SERVICES CONTINGENCY

Task 10A is included as a contingency for construction observation services. As outlined in Task 10 of this proposal, McKim & Creed's construction observation services will be limited as the County will provide primary construction observation for the duration of the project. Should additional services be required of McKim & Creed during the construction phase, Task

10A may be authorized by the County to engage McKim & Creed's construction observer in addition to those services included in Task 10. McKim & Creed will not utilize or expend effort on Task 10A without prior written authorization of Brunswick County.

Task 11 – Post Construction Phase Services

One Year Assistance

M&C will assist the County with operational and warranty assistance on fixed fee basis as may be needed. Generally the services will be as follow:

1. Provide for a mid-year warranty inspection with the Operators and the Contractor to develop a warranty punchlist and then review the completed work of the Contractor to verify items have been corrected.
2. Provide for final warranty inspection with the Operators and the Contractor at 11 months after substantial certification to develop a warranty punchlist and then review the completed work of the Contractor to verify items have been corrected.
3. Provide process support assistance and associated administrative support to assist with operational questions and optimization of the plant process.

Task 12 – Special Services

Special Inspections

McKim & Creed will provide for Special Inspections as will be required by the County's Inspection Department. As such, monthly summary reports will be reviewed and prepared summarizing the construction activities pertaining to special inspection requirements for the identified structures and buildings that address the following:

a. Soils and foundations
b. Cast-in-place concrete
c. Precast concrete
d. Structural steel

The monthly summary reports will be filed to the attention of the Inspections Department with a copy filed to Brunswick County. If any special inspections are required for field welding and field bolted connections that require specialized testing such as ultrasonic testing, bolt torque, etc. these will be provided as additional services with the assistance of our geotechnical sub-consultant. It is recommended that if these services are determined as required during design that the unallocated budget noted in Task 14 be utilized to address the additional costs.

Task 13 – Unit Price Services

Task 13 includes Unit Price based services for the following tasks (which are in addition to the quantities included in the Task 4 written description and fixed fee):

Unit Price Service	Estimated Quantity
SUE Level "A" Investigations	Ten (10)

Refer to Exhibit "B" for a unit price breakdown for each of these services.

III. ADDITIONAL SERVICES

Additional professional services can be provided (within the qualifications of the Engineer and associate firms) upon request by the County, or upon authorization by the County following recommendation of the Engineer. These services shall include but not limited to the follow:

1. Expert witness or technical support concerning property surveying or engineering matters for which the Engineer has no direct liability.
2. Preparation of plats or designs for rezoning purposes.
3. It is noted that the County received a speculative limits response from NCDWR in 2009 for the proposed 4.975 MGD capacity of the facility. Consultations with DWR yielded that this response was sufficient for this expansion and that a new speculative limits request was not necessary. Therefore, preparation of a speculative limits letter request is not included in this scope of work.
4. Modeling of the Cape Fear River for evaluation or justification of the increased NPDES discharge capacity.
5. Design of an additional river outfall or diffuser.
6. Testing for soil or groundwater contamination.
7. Assistance or evaluations associated with sole-source procurement of equipment
8. Assistance with protests by prospective bidders associated with the County's pre-qualification process.
9. Easement mapping or easement surveys.
10. Providing for additional soil borings or geotechnical analyses beyond the identified scope of work.
11. Providing for an environmental impact statement (EIS).

12. Providing for detailed investigations and/or surveys for archaeological sites, protected/threatened/endangered species of shellfish, fish, wildlife and natural vegetation.
13. Providing for Phase 1 or Phase 2 Environmental Site Assessment for the project area.
14. Providing for determining, evaluating and assistance with contaminated soils for the project area.
15. Providing assistance for wetland mitigation.
16. Providing for assistance with easement acquisitions.
17. Preparing for, coordinating with, participating in and responding to structured independent review processes for construction management, cost estimating, value engineering and constructability reviews requested by the County and performing of furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes.
18. Providing for SCADA integration for the new wastewater treatment facility to County's overall county-wide SCADA.
19. Providing for the design of an administration building or maintenance building for the wastewater treatment facilities.
20. Providing for design of any pretreatment or collection system
21. Providing for any re-designs requested by the County after final design drawings have been approved.
22. Surveys to locate and delineate the 100 year flood plain.
23. Boundary or easement surveys for the wastewater plant site
24. Construction survey and staking.
25. Preparing for multi-prime contracts and bidding.
26. Providing for funding assistance for grant or loan applications that the County may decide to seek funding.
27. Development of design or bid documents to comply with alternate funding agencies or other funding mechanisms.
28. Providing for a detailed Operation & Maintenance Manual above and beyond what is detailed and outlined in this proposal
29. Providing for assistance for specialized special inspections services like ultrasonic weld testing.
30. Providing for a hydrogeological site evaluation
31. Operator training on equipment, processes, or other miscellaneous training related to the existing or proposed facilities.

IV. COUNTY RESPONSIBILITIES

The following items shall be the responsibility of the County:

1. Provide Engineer with all criteria and full information as to County's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary

limitations; and furnish copies of all design and construction standards which County will require to be included in the Drawings and Specifications; and furnish copies of County's standard forms, conditions and related documents for Engineer to include in the Bidding Documents, when applicable.

2. The County shall obtain and make available to the Engineer a complete wastewater characterization for wastewater influent to the existing WWTP.

3. The timely provision of all available information, data, reports, records, and maps to which the County has access and which are needed by the Engineer for the performance of the services provided herein.

4. Providing assistance and cooperation for the Engineer in obtaining any other needed material which the County does not have in its possession.

5. Making available the services of the County as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.

6. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the County and will serve to provide the necessary direction and coordination for the project.

    - County's Representative – John Nichols, PE, Director
    - Engineer's Representative – Tony Boahn, PE, Vice-President

7. Advise Engineer of the identity and scope of services of any independent consultants employed by County to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering and constructability review.

8. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion, Final Completion, and warranty inspections.

9. The County shall provide for mailing any required certified notification letters to the property owners, including the mailing costs, for notification for access to perform the scope of services.

10. The County shall pay for all costs of publishing the Advertisement for Bid.

11. The County shall provide for acquisition of all fee simple properties and easements for the project.

12. The County shall pay for all recording fees for fee simple properties and easements.

V. MISCELLANEOUS PROVISIONS

1. Opinion of Probable Construction Costs: Engineer's opinion of probable construction costs is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. Engineer cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates. County waives and releases Engineer from any loss, liability, or claim arising out of or in any way related to Engineer's opinion of probable construction costs.

2. Applicable hourly rates are subject to change or adjustment on January 1st of each calendar year.

3. Fixed fee tasks are predicated on the project proceeding in accordance with the indicated schedule. Should delays or suspension of activity in excess of 90 days occur, the remaining fee balances will be subject to an equitable adjustment equivalent to the increase in the ENR Construction Cost Index over the period corresponding to the suspension of activity.

VI. ANTICIPATED PROJECT SCHEDULE

The following schedule is proposed for the Scope of Services described above, with the assumption of an Authorization to Proceed date of APRIL 17, 2018 and provides for an 18-month construction schedule and additional 2-months to achieve final completion.

Task	Anticipated Start Date	Anticipated Completion Date	Approximate Duration	Remarks
Notice to Proceed	4/17/2018	N/A	N/A	
SEPA/EA Preparation for Clearinghouse Review	4/2018	6/2018	2.5 Months	
Engineering Alternatives Analysis	4/2018	6/2018	2.5 Months	Concurrent with SEPA Preparation
Submit EA Review & Obtain FONSI	7/2018	12/2018	6 Months	FONSI Approval 5-9 Months per NCDEQ Guidelines
Preliminary Design	4/2018	10/2018	6 Months	Concurrent with SEPA EA and EAA Preparation
90% Design	10/2018	2/2019	4 Months	Concurrent with SEPA EA and EAA Review by DEQ
Submit NPDES Permit (after FONSI is approved)	12/2018	6/2019	6 Months	NPDES Permit Approval 6 Months per NCDEQ Guidelines
Submit Plans for ATC Permit	6/2019	9/2019	3 Months	ATC Approval 3 Months per NCDEQ Guidelines
Bid Phase	10/2019	12/2019	2.5 Months	Advertise, Open Bids, Notice of Award
Construction Phase	1/2020	8/2021	20 Months	18 Months Substantial/2 Months Final

1) *The proposed schedule assumes concurrent design with preparation of the SEPA and EAA documents as well as submittal of the NDPES permit application. The scope of work is based upon a design that meets the current facility NDPES permit parameters. Revisions to the current permit parameters could necessitate additional services for design modifications to comply with the revised parameters.*

2) *Note the schedule provided is approximate and may vary depending upon Owner review and regulatory approval. It is noted that NPDES permitting guidelines indicated 3 months for approval of the NPDES permit, however, review times are not guaranteed and may extend beyond the published guideline timelines.*

SCHEDULE II
NORTHEAST BRUNSWICK REGIONAL FORCE MAIN OFF-SITE TRANSMISSION IMPROVEMENTS

I. PROJECT DESCRIPTION

The following presents the scope of work to provide professional engineering services for transmission force main improvements to the County's Northeast Brunswick Regional Wastewater System. The proposed improvements will expand the capacity of the current regional wastewater transmission system to a total capacity of 4.125 MGD. Generally, the scope of work will include the following:

- Phase II – 11,000 linear feet of parallel 18-inch sewer force main

McKim & Creed, Inc. will provide the following major services for expansion of the off-site transmission system:

- Preliminary Route Evaluation
- Design Services
- Survey Services (design & easement surveying)
- Geotechnical Investigations
- Wetlands Delineation
- Permitting Services
- Bid & Award Services
- Limited Construction Administration and Construction Observation Services

Figure C is included with this document and provides a schematic of the proposed transmission force main routes and is the general basis for the scope of work described herein. Based on these parameters, our detailed scope of work is provided as follows:

II. SCOPE OF SERVICES

TASK 1 – INITIAL ACTIVITIES

The preliminary design phase will include review of existing conditions, data, and alternatives for force main routing. Specific tasks include:

- Conduct project Kick-off meeting with Brunswick County Staff.
- Obtain record (as-built) drawings of the existing force mains and water mains that may impact the proposed transmission main routes.
- Request NCDOT right of way mapping from NCDOT (if available) for NCDOT rights of way within the project route area.
- Obtain copies of current permits for existing force mains and water mains that may be impacted by the proposed project.
- Obtain copies of rail road licensing agreements for existing force mains in the project area.

TASK 2 – PRELIMINARY ROUTING EVALUATION & NCDOT PERMIT APPROACH

Preliminary Routing Evaluation Tasks

- Compile and research data on existing utilities, and record drawings. Upon determination of existing utility locations, identify areas of potential or significant conflicts.
- Perform field reconnaissance of the proposed routes. Review existing utilities in the right of way to include underground and overhead cables as well as existing storm drain, fences and other miscellaneous site features.
- Evaluate rights-of-way of to determine a cost effective and advantageous route for the proposed force mains.
- Review the existing CSX railroad right of way licensing agreement and evaluate a potential parallelism for the Phase IA parallel force main in this right of way. Identify potential permitting and approval requirements based for installation in the CSX right of way.
- Identify areas that may require alternative means of construction including bore & jack and directional drilling.
- Identify potential construction challenges such as permitting requirements, roadway impacts, traffic impacts, disruption of service, or other impacts that may result from construction of the proposed force main mains.
- Identify areas where potential easements may be required for the proposed force main routes.

- Provide final recommended routes for the proposed force mains and meet with Brunswick County staff for review, comments and concurrence on recommended routes.
- The final route recommendations will be depicted in graphical format with a brief summary of advantages and disadvantages.

Preliminary NCDOT Controlled Access & Secondary Road Encroachment Permit Approach

In order to expedite approval for installation of the force main within NCDOT rights-of-way, McKim & Creed will prepare exhibit maps of proposed routes and meet with NCDOT to determine permitting requirements. Upon concurrence of NCDOT, a final alignment will be developed in this area and incorporated as part of the overall project design.

TASK 3 – PRELIMINARY DESIGN

Preliminary Survey Tasks

Survey work will be performed to the Standards of Practice for Land Surveying in North Carolina. Horizontal survey control will be referenced to NC Grid NAD 83 or otherwise specified. Vertical control will be referenced to NAVD88 or otherwise specified. General topography for the force main routes will be collected utilizing conventional survey methods and will provide 1-foot contour interval accuracy. Survey data will be collected on the designated side of the road right of way or easement as determined by the routing evaluations noted in Task 2 of this proposal. A full comprehensive survey of the road right of way is not included in this scope of work. In addition to the route topography the following specific areas will be surveyed for design purposes:

- NCDOT roadway crossings
- Water bodies and wetlands crossings
- A single, perpendicular Rail Road crossing
- Establishing temporary bench marks for horizontal and vertical control
- Miscellaneous surveys for detailed design purposes.

Preliminary Design Tasks and Deliverables

- Preliminary design deliverables will include 30% design drawings for submittal to Brunswick County.
- The 30% design drawings will include horizontal survey information and horizontal route for the proposed force mains based on the aerial Lidar. Profiles will not be included as part of the 30% design drawings.

- Potential easements will be identified for the force main routes.
- Technical specifications will not be included as part of the 30% design drawings.
- 30% design drawings will be submitted to Brunswick County for review and comment.
- Meet with Brunswick County staff to review recommendations and obtain comments. Incorporate County staff comments as required.

TASK 4 – FINAL DESIGN

Upon completion of *Task 3 - Preliminary Design*, the final design phase will be accomplished. It is anticipated that final design will include a 90% and a final submittal to Brunswick County staff. Specific tasks for final design include:

Force Main Design

- Perform wetlands delineation for pipeline route. Survey wetlands and prepare mapping for submittal to the US Army Corps of Engineers.
- Perform Quality Level B SUE along NCDOT rights of way. Quality Level B services include the horizontal detection, marking and mapping of non-gravity facilities. Utilities are identified and marked in the field in order to be surveyed and mapped. The scope of work is based on providing Quality Level B services on one-half of the existing NCDOT rights of way identified in the preliminary design phase for proposed force main route.
- Identify strategic areas where an exploratory vacuum extraction investigation utilizing Subsurface Utility Engineering (SUE) would be beneficial. Upon County concurrence, SUE would be conducted at the selected locations. For the purposes of this scope of work, twenty (20) vacuum extraction locations are included as part of the final design phase scope and fee. Note that Brunswick County will field mark and locate Brunswick County existing utilities for the force main route.
- Identify areas where installation of the force main via directional drilling will be required. Directional drills will be designed with a valve at each end of the drills for testing and isolation purposes. Conduct two (2) geotechnical bores at each directional drill location. For the purposes of this scope of work, two (2) creek crossings are included and one (1) perpendicular crossing of the CSX Railroad. Therefore, a total of six (6) geotechnical bores are included as part of the final design phase scope and fee. McKim & Creed will consult with manufacturers of HDPE and Fusible PVC for design of all directional drills to determine if drill geometry is compatible with materials proposed. The project will be designed with Fusible PVC as the base bid for directional drills and an alternate bid for HDPE in lieu of Fusible PVC.
- Identify utility easements required for the proposed force mains. Prepare easement mapping for Brunswick County acquisition of easements. For the purposes of this scope

of work the preparation of ten (10) easements are included as part of the final design phase scope and fee. Prepare 90% and final design documents and specifications for compliance with current Brunswick County standards. Corresponding profiles will be developed for the pipeline route. Construction plans will be prepared at 1" = 50' scale (horizontal) and 1" = 5' (vertical) on 22" x 34" media. LIDAR data will be used for plan and profile documents.

- Prepare 90% and final technical specifications based on current level of project design.
- Incorporate Brunswick County "front-end" documents as part of 90%, and final technical specifications. Review County supplied front-end documents and edit McKim & Creed technical specifications for consistency and conformance. Note that Brunswick County technical specifications and standard details will be utilized and incorporated where applicable.
- Compile quantity take-off and prepare construction cost estimate of the approved final design submittal.

Final Design Deliverables and Tasks

- Final design deliverables will include 90% and final design documents for submittal to Brunswick County.
- Final easement mapping for easements or land acquisition.
- Meet with Brunswick County staff to review recommendations and obtain comments. Incorporate comments as required within the scope of the project.

It is noted that scope of work outlined in Task 4 is contingent upon NCDOT approval of installation within the right of way. If alternate routes are required, an amendment may be required to address the revised route(s).

TASK 5 – PERMITTING

McKim & Creed will prepare and submit the following permits (as applicable) for the project:

- NCDOT Standard Right of Way Encroachment Permit
- NCDEQ – Fast Track Sewer Permit
- NCDEQ Land Quality Section – Erosion and Sedimentation Control Permit.
- NCDEQ Storm Water Management – Storm Water Management permit (exemption anticipated)
- CSX Railroad License Encroachment Agreement
- US Army Corps of Engineers – Wetlands Permit
- CAMA Permit (minor permit anticipated)
- NCDEQ Division of Water Quality – Wetlands Permit
- Duke Energy – Power Line Transmission Crossing
- Brunswick County Planning and Zoning Review

- Brunswick County Fire Marshall Review

The following assumptions and provisions are provided with respect to permit submittals:

1) The cost of permits for the permits listed above will be included as an allowance in the scope and fee provided in Exhibit B of this proposal. Based on preliminary review of the site, a CAMA Major permit is not anticipated and not included in this scope of work.

2) A Nationwide 12 permit for "Open-Cut" of wetlands will be submitted where applicable in lieu of utilizing directional drill to avoid wetland impacts.

3) The NCDOT encroachment permit and other permits (as applicable) may be submitted prior to final design with Brunswick County concurrence to expedite the project schedule.

4) The CSX Railroad permit is based upon a single, perpendicular crossing and does not include design or permitting for a parallelism of the CSX right of way. Permit fees shown in Exhibit B are based upon the current CSX fee structure for a perpendicular crossing. Note that the cost of the permits does not include licensing or lease fees associated with railroad encroachments.

TASK 6 – BID AND AWARD

- The Contract Documents will be configured as a Lump Sum, single prime bid with unit price items.
- Prepare and furnish Bidding Documents for review and approval by Owner and its legal counsel, as appropriate.
- Bid Notice shall be included in one (1) advertisement.
- Provide three sets of reproducible plans and specifications to the Owner for on-site Contractor review purposes.
- Issue Bidding Documents to prospective Bidders. Maintain a record of prospective bidders to whom Bidding Documents have been issued.
- Respond to bidder inquires and prepare Addenda as required. Addenda shall be submitted in reproducible format to the local Dodge and AGC plan rooms as indicated in the standard advertisement.
- Provide PDF copies via email of Addenda to plan holders.
- Schedule and conduct pre-bid meeting.
- Schedule and conduct bid opening.

- Review and tabulate bids, summarizing all Contractors' bids on each bid item using Excel spreadsheet. Deliver to the Owner in Microsoft Excel format.
- Provide Recommendation of Award letter to Brunswick County.

TASK 7 – CONSTRUCTION ADMINISTRATION

- Schedule and conduct pre-construction conference. Prepare and distribute minutes.
- Schedule and conduct progress meetings on a monthly basis. Prepare and distribute minutes.
- Review and approve shop drawings from contractor.
- Endeavor to resolve problems in a timely manner as work proceeds and involve appropriate parties in resolving disputes and problems associated with the project.
- Pay request review and recommendation for payment to Owner with respect to format, required support documentation, and mathematical computations of pay requests. Verification of field installed quantities is not included and shall be the responsibility of Brunswick County.
- Change Order review and recommendation to Owner.

TASK 8 – PERIODIC CONSTRUCTION OBSERVATION

McKim & Creed will provide periodic field observation during construction. Note that Brunswick County personnel will be responsible for all day-to-day construction observation, reports, inspections, punch-lists, and identification of corrective actions for compliance with contract documents for all project components. This project scope assumes that Brunswick County will provide a construction observer qualified and experienced in municipal utility pipeline construction.

McKim & Creed's efforts will be minimal and only as required for certification to regulatory agencies and will be based upon field observation of constructed components by County personnel. This scope of work is based upon a construction timeline of 20 consecutive calendar weeks. If the contract duration extends beyond this construction period or is delayed, Engineer shall be entitled to adjustment of the scope and fee associated with this task.

TASK 9 – PROJECT CLOSEOUT

- Perform field observations of project at Substantial and Final Completion. Prepare punch-list and coordinate completion of punch-list items with contractor.
- Prepare construction record drawings in AutoCAD Format and provide mylars with electronic files on CD (AutoCAD format) to Brunswick County.

- Provide engineer dependent close-out documents to Brunswick County
- Certify completion of project to NCDEQ for Sewer Fast Track Permitting

TASK 10 – UNIT PRICE SERVICES

Task 10 includes Unit Price based services for the following tasks (which are in addition to the quantities included in the Task 4 written description and fixed fee):

- SUE Vacuum Hole Verification – includes five (5) vacuum verification locations.
- Geotechnical Soils Investigation – includes two (2) soil borings. Geotechnical Report will include recommendations for sheeting/shoring required for potential bore & jack encasement pipe locations and/or horizontal directional drill locations.
- Easement Survey & Mapping – includes five (5) utility easements

Refer to Exhibit "B" for a unit price breakdown for each of these services.

III. Anticipated Schedule

Upon executed Authorization to Proceed, we will complete the proposed Scope of Work as follows, assuming a Notice to Proceed date of April 17, 2018. Note that the schedule provided below is based on a standard design, bid, and build process.

Task	Anticipate Start Date	Anticipated Completion Date	Anticipated Duration (Calendar Days)
Notice to Proceed	4/17/2018	N/A	0
Prepare & Submit Preliminary Route to NCDOT	4/17/2018	6/1/2018	45
30% Design Submittal	5/17/2018	7/17/2017	60
Brunswick County Review	7/1/2018	7/16/2018	15
60% Design Submittal	7/15/2018	9/15/2018	60
Brunswick County Review	9/15/2018	9/30/2018	15
Final Design Submit for Permits	9/30/2018	11/15/2018	45
Anticipated Permit Approval	11/15/2018	3/15/2019	120
Advertise for Bids	4/1/2019	5/1/2019	0
Open Bids	5/1/2019	5/1/2019	30
Contract/Bonds Preparation/NTP	5/1/2019	6/15/2019	45
Construction	7/1/2019	12/5/2019	140

1) *Note the schedule provided is approximate and may vary depending upon Owner review and regulatory approval.*

V. Project Assumptions and Owner Responsibilities

The following represents assumptions for the project and Owner responsibilities which shall be incorporated as part of this proposed scope of work:

1. All communication and correspondence for this project will be through Brunswick County, who may be referred to in this proposal as "Owner."

2. Owner shall provide for all additional construction observation services and construction administration services not specifically detailed in the scope of work.

3. Owner shall provide full, unconditional and unlimited access to property without additional permit or access agreements, for the purposes of site investigations.

4. The Owner will provide copies of all documents, tests, reports, modeling, or other miscellaneous information as required to facilitate completion of the project scope.

5. McKim & Creed will utilize Brunswick County "front- end" specifications and will supply additional technical specifications as required to fit the project scope. Review for conformity and conflicts between County documents and McKim & Creed documents are included as part of this proposed scope of work.

6. McKim & Creed will utilize Brunswick County standard details (as available) and will supplement those details with McKim & Creed generated details as required for the project scope as outline in this proposal.

7. The existing force mains that will be connected to or impacted by the proposed project are assumed to be correctly installed, free of defects, and able to operate at the manufacturers recommended specifications.

VI. Additional Services (Not Included)

The Professional Services stated herein above do not include the costs of (but can be provided if requested at a negotiated scope and fee):

- CAMA Major Permitting.
- Licensing or lease fees associated with railroad encroachments
- Condition assessment of existing mains and appurtenances.
- NCDOT Right of Way Mapping or detailed research to verify existing rights of way along NCDOT routes.
- Testing for soil or groundwater contamination.
- Court appearances for expert witness.
- Design of demolition or abandonment of existing pump stations.
- Off-site drainage improvements.
- Environmental Assessments, Environmental Impact Statements or biological surveys for endangered species.
- Redesigns of facilities after approval of final plans; or
- Court appearances for litigation, or preparation for the same

- CSX or other railroad lease or licensing fees.

END OF EXHIBIT "A"

EXHIBIT "B" - FEE COMPENSATION
Northeast Brunswick Regional Wastewater System
(McKim & Creed Proposal No. 170622)

McKim & Creed, Inc. will perform the services outlined in Exhibit "A" as indicated below:

SCHEDULE I - NORTHEAST BRUNSWICK REGIONAL WASTEWATER TREATMENT PLANT EXPANSION

Item	Fee	Fee Type
Task 1: Planning Charrette & Basis of Design	$15,000	Fixed Fee
Task 2: Engineering Alternatives Analysis (EAA)	$40,000	Fixed Fee
Task 3: SEPA Document (EA)	$35,000	Fixed Fee
Task 4: Preliminary Design Phase	$260,000	Fixed Fee
Task 5: Final Design & Specifications Phase	$560,000	Fixed Fee
Task 6: Permitting Phase *(Permit fees included as noted below)*	$40,000	Fixed Fee
Task 7: Bidder Pre-Qualification Phase	$9,500	Fixed Fee
Task 8: Bidding & Award Phase	$65,000	Fixed Fee
Task 9: Construction Administration	$475,000	Fixed Fee
Task 10: Periodic Construction Observation	$140,000	Fixed Fee
Task 10A: Construction Phase Services Contingency	$40,000	Contingency
Task 11: Post Construction Phase Services	$20,000	Fixed Fee
Task 12: Special Services	$35,000	Fixed Fee
Task 13: Unit Price Services *(See breakdown below)*	$10,000	Unit Price
Total Estimated Fee (Tasks 1-13)	**$1,744,500**	

Task 6 – Permit Application Fee Breakdown

Task 6 includes an allowance for estimated permit and regulatory agency fees as follows:

- *NPDES Major Permit Modification* *$1,030*
- *NCDEQ Public Water Supply (on-site potable)* *$200*
- *NCDEQ Storm Water Permit* *$505*
- *NCDEQ Erosion Control Permit (10 acres estimated)* *$595*
- *NCDEQ 404 Water Quality Certification* *$570*

Total Estimated Permit Fee Allowance ***$3,000***

Task 13 – Unit Price Services Breakdown

Unit Price Service	Unit Price Fee	Estimated Quantity	Total Fee Estimate
SUE Level "A" Investigations	$1,000 Each	Ten (10)	$10,000
Total Estimated Unit Price Services Fee			**$10,000**

Note: Task 13 services are in addition to the SUE Level "A" Services identified in Exhibit A, Schedule I, Task 4. Task 13 services will only be utilized at the authorization and approval of Brunswick County

SCHEDULE II
NORTHEAST BRUNSWICK REGIONAL FORCE MAIN OFF-SITE TRANSMISSION IMPROVEMENTS

Item	Fee	Fee Type
Task 1: Initial Activities	$2,400	Fixed Fee
Task 2: Preliminary Routing Evaluation & NCDOT Approach	$7,300	Fixed Fee
Task 3: Preliminary Design	$69,000	Fixed Fee
Task 4: Final Design	$41,100	Fixed Fee
Task 5: Permitting Phase *(Permit fees included as noted below)*	$22,100	Fixed Fee
Task 6: Bid & Award Phase	$9,400	Fixed Fee
Task 7: Construction Administration	$20,400	Fixed Fee
Task 8: Periodic Construction Observation	$14,300	Fixed Fee
Task 9: Project Closeout	$7,600	Fixed Fee
Task 10: Unit Price Services	$12,750	Hourly NTE
Total Estimated Fee (Tasks 1-10)	**$206,350**	

Task 5 – Permit Application Fee Breakdown

Task 5 includes an allowance for estimated permit and regulatory agency fees as follows:

- *NCDEQ Fast Track Sewer Permit* *$480*
- *CSX Railroad Permit Review Fees* *$5,000*
- *NCDEQ Storm Water Permit* *$505*
- *NCDEQ Erosion Control Permit (27 acres estimated)* *$1,755*
- *NCDEQ 404 Water Quality Certification* *$570*

Total Estimated Permit Fees ***$8,310***

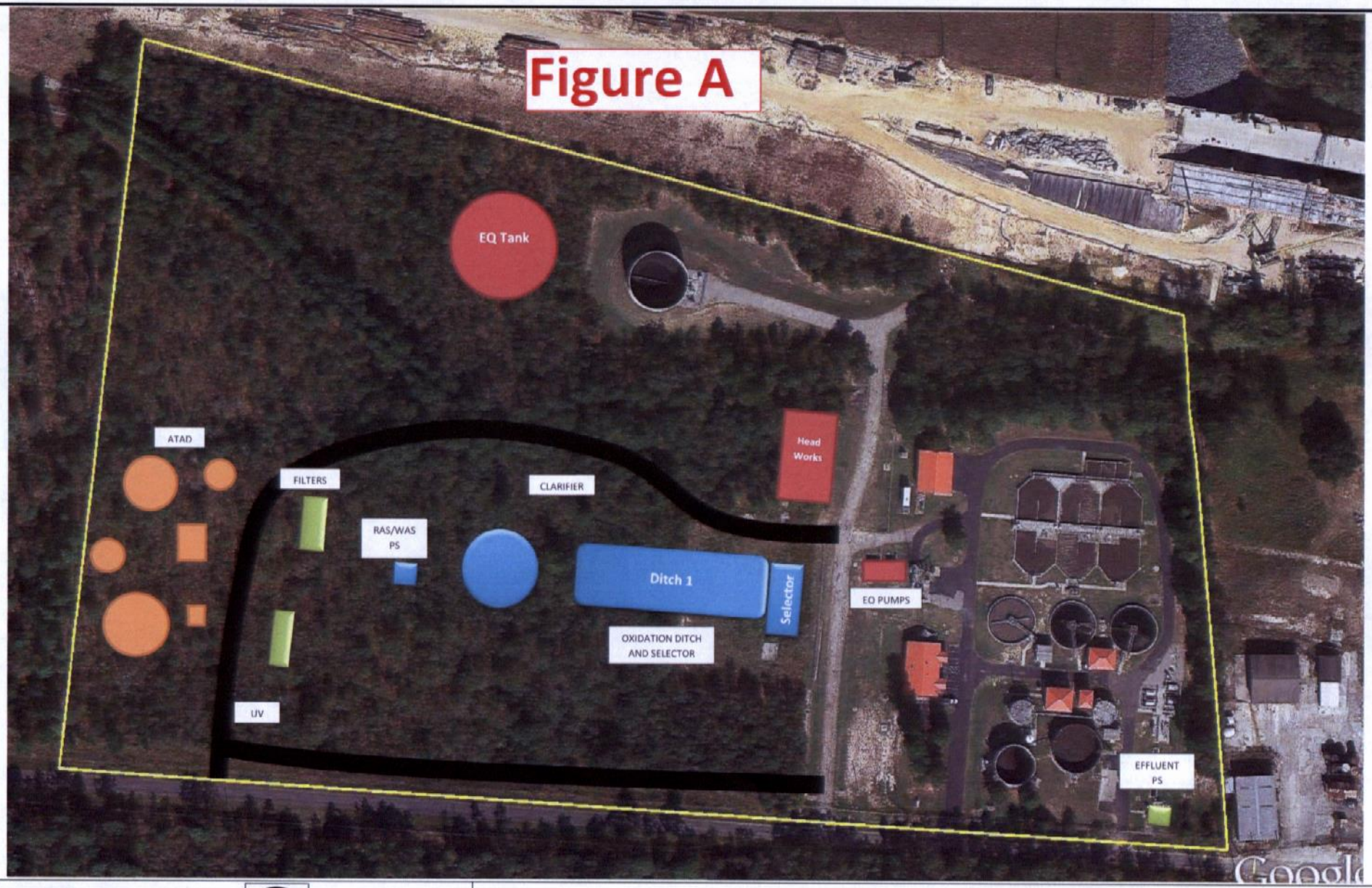
Task 10 – Unit Price Services Breakdown

Unit Price Service	Unit Price Fee	Estimated Quantity	Total Fee Estimate
Geotechnical Soil Investigations	$2,000/Each	Two (2)	$4,000
Easement Survey & Mapping	$750/Each	Five (5)	$3,750
SUE Level "A" Investigations	$1,000 Each	Five (5)	$5,000
	Total Estimated Unit Price Services Fee		**$12,750**

Note: Task 10 services are in addition to the Geotechnical, Easement Survey & Mapping, and SUE Level "A" services identified in Exhibit A, Schedule II, Task 4. Task 10 services will only be utilized at the authorization and approval of Brunswick County

END OF EXHIBIT "B"

Figure A



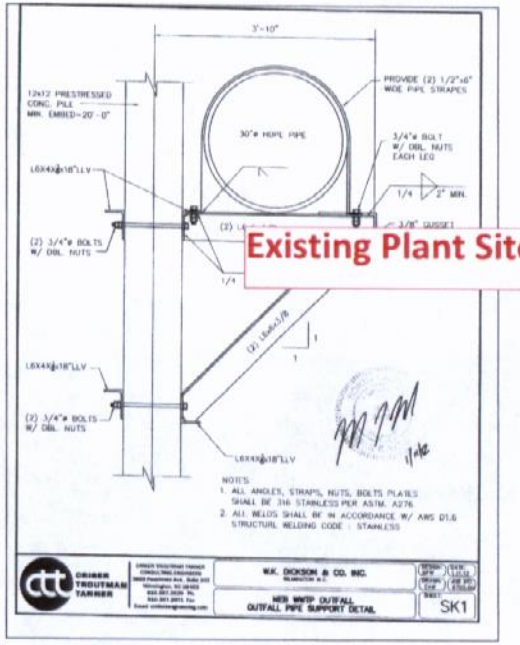
McKIM&CREED

NORTHEAST BRUNSWICK WWTP

OPTION 1 - 4.975 MGD EXPANSION PLANT LAYOUT

FIG 2

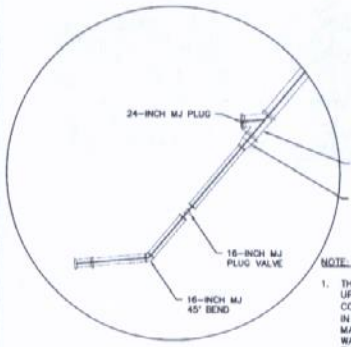
FIGURE B



NOTE:
1. SUPPORT WAS ROTATED 180° AND PIPE HANGS FROM SUPPORTS.

OUTFALL PIPE SUPPORT

NOT TO SCALE



INSET 1

SCALE 1" = 10'

GRAPHIC SCALE

NOTE:

1. THESE DRAWINGS HAVE BEEN PREPARED IN PART BASED UPON INFORMATION PROVIDED BY THE CONSTRUCTION CONTRACTOR AND/OR SUB-CONTRACTOR(S) AS SHOWN IN THE "ENCORE CONSTRUCTION COMPANY RED-LINE MARK-UPS OF THE NORTHEAST BRUNSWICK REGIONAL WASTEWATER TREATMENT PLANT 825,000 GPD FACILITY EXPANSION SCANNED ON JULY 5, 2013. WHILE THE INFORMATION IS BELIEVED TO BE RELIABLE, THE DESIGN PROFESSIONAL CANNOT ASSURE THE ACCURACY AND IS THUS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED AS A RESULT. THOSE RELYING ON THESE DRAWINGS ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.
2. THE DESIGN DOCUMENT ORIGINALLY ISSUED AND SEALED BY BRIAN L. TRIPP, LICENSE # 027403 ON JULY 17, 2012. THIS DOCUMENT IS ONLY CERTIFIED TO THE REVISIONS

NOTE:

1. CONTRACTOR VERIFIED LOCATION OF ALL UNDERGROUND UTILITIES AND EXISTING 12-INCH OUTFALL FORCE MAIN. EXISTING 12-INCH OUTFALL FORCE MAIN REMAINED IN USE UNTIL PROPOSED TREATMENT FACILITY AND 16-INCH DIP OUTFALL WAS ACCEPTED.
2. ELEVATIONS NOTED IN NAVD 88.
3. MHW AND MLW ELEVATIONS FROM U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL OCEAN SERVICE, STATION ID 8658120
4. SEDIMENT CURTAIN CONTAINED DRILLING GREATION.

Existing 30" HDPE Diffuser

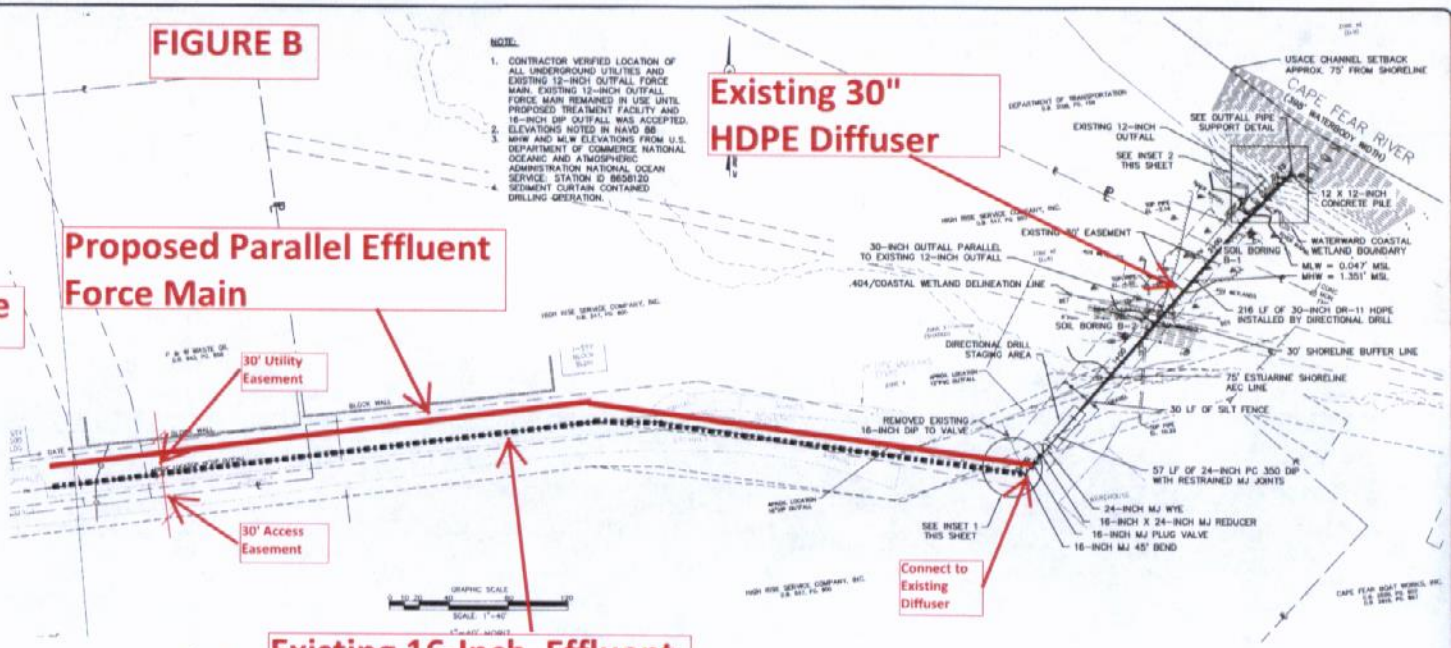
Proposed Parallel Effluent Force Main

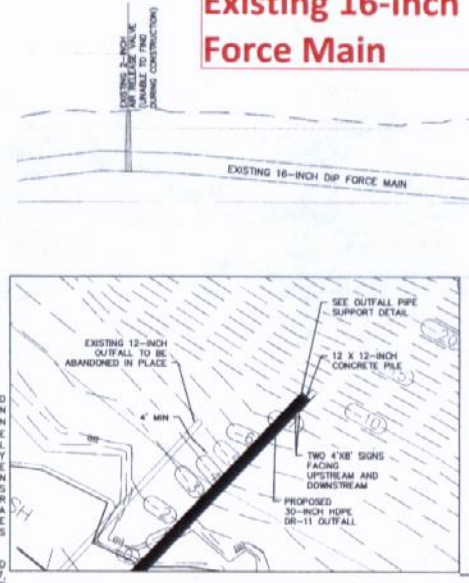
30' Utility Easement

30' Access Easement

Existing 16-Inch Effluent Force Main

Connect to Existing Diffuser

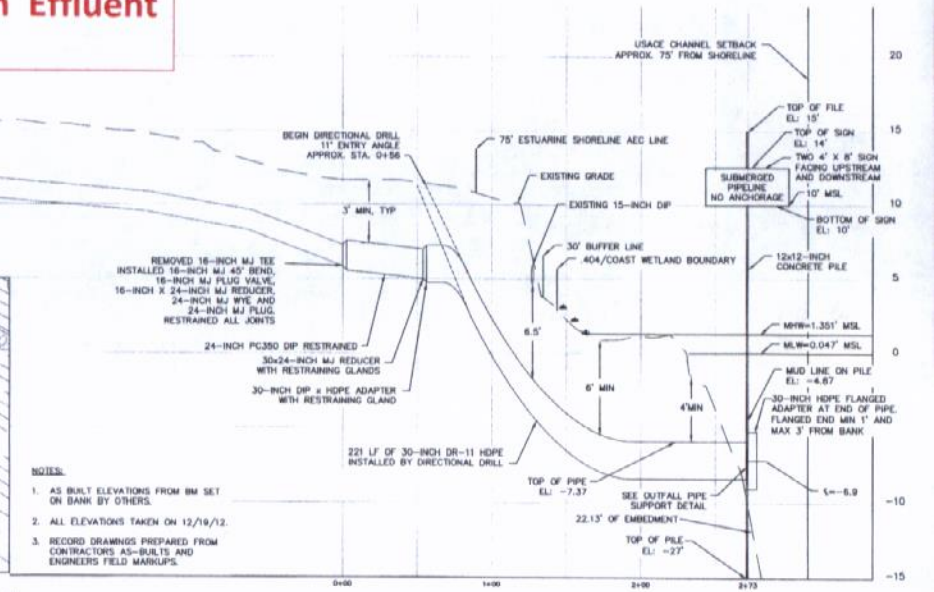




INSET 2

GRAPHIC SCALE

SCALE: 1"=10'



NOTES:

1. AS BUILT ELEVATIONS FROM BM SET ON BANK BY OTHERS.
2. ALL ELEVATIONS TAKEN ON 12/19/12.
3. RECORD DRAWINGS PREPARED FROM CONTRACTORS AS-BUILTS AND ENGINEERS FIELD MARKUPS.

RECORD DRAWING

REV. NO.	DESCRIPTION REVISIONS	DATE

WK DICKSON
community infrastructure consultants

720 CORPORATE CENTER DRIVE
RALEIGH, NC 27607
(919) 782-0495

Office Locations: North Carolina, South Carolina, Georgia, Florida

RELEASED FOR	DATE
APPROVALS	
BIDDING	
CONSTRUCTION	
RECORD DWG	7/2013

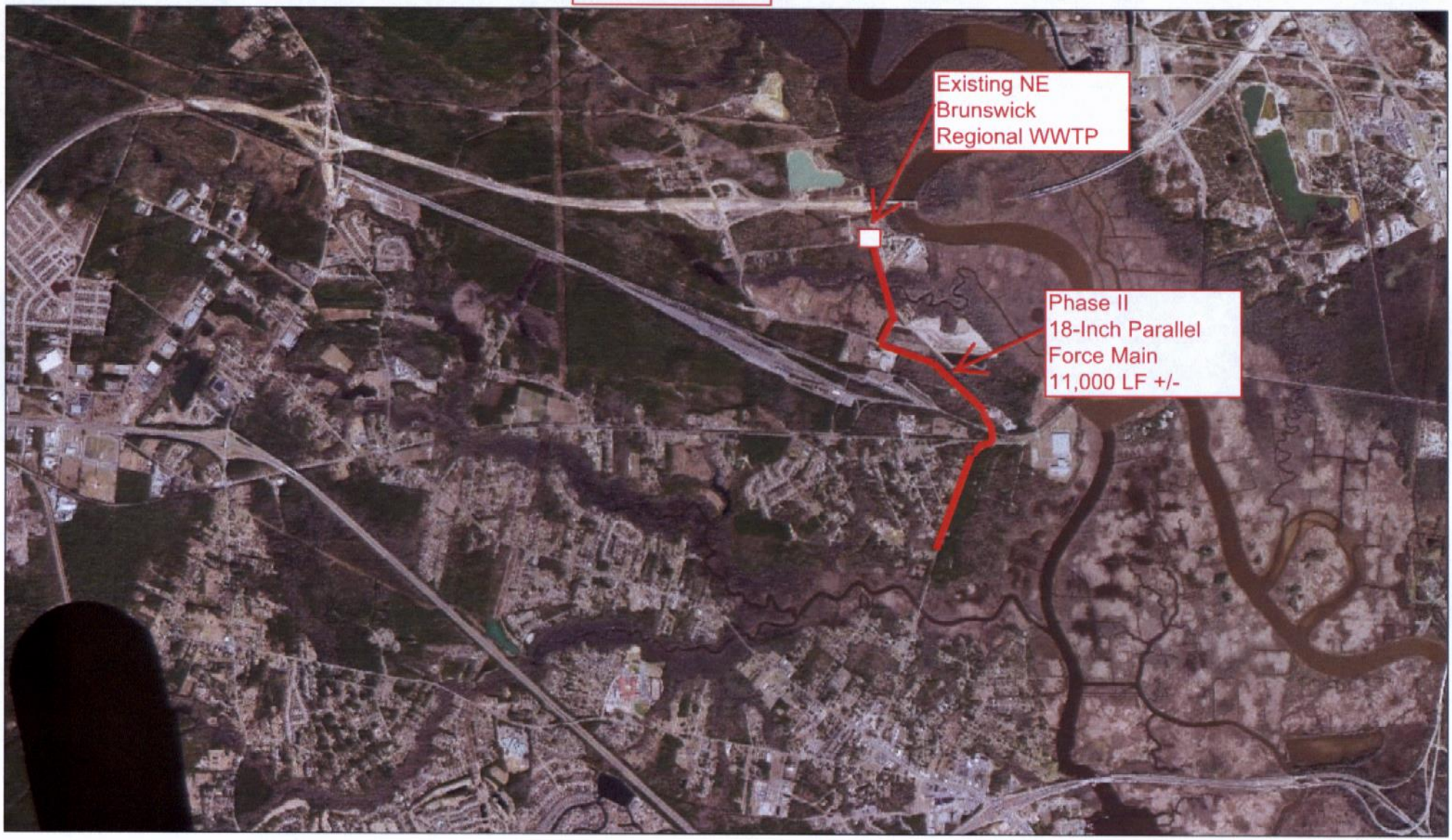
NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 027403 JAMES R. MOORE 12/5/2013

N.E. BRUNSWICK REGIONAL WWTF
BRUNSWICK COUNTY

OUTFALL PLAN AND PROFILE

C22
62

FIGURE C


Existing NE
Brunswick
Regional WWTP
Phase II
18-Inch Parallel
Force Main
11,000 LF +/-

(for use with E-520)

This is **EXHIBIT C**, consisting of 2 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 (One)

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: _____

   b. Owner: Brunswick County

   c. Engineer: McKim & Creed, Inc.

   d. Project: Northeast Brunswick Regional Wastewater Treatment Plant Expansion

2. *Description of Modifications:*

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:

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	**McKim & Creed, Inc.**
By: _____	By: _____
Title: _____ 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	NEBR WWTP Expansion
Justification	Board Meeting 04/16/2018-Appropriate $2,000,000 of Proceeds from Revenue Bonds for contract with McKim and Creed for engineering and construction administration services associated with a 1.65 million gallon per day expansion to Northeast Brunswick Regional Wastewater Treatment Plant and Phase II Force Main.
Originator	Tiffany Rogers

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr		
448269	395007	NEBRWWTP Expansion	Proceeds from Revenue Bonds	2000000	Increase	Credit		
448269	464001	NEBRWWTP Expansion	Arch/Engnrg/Legal	2000000	Increase	Debit		

Total	
Grand Total:	4000000

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE

NEBR WWTP Expansion
(448264)

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:		
Proceeds from Revenue Bonds		2,000,000
Total Wastewater Capital Project Revenues	**$**	**2,000,000**
Expenditures:		
Arch/Eng/Legal		2,000,000
Construction		-
Total Wastewater Capital Project Expenditures	**$**	**2,000,000**

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

Current Funds Appropriated	$	2,000,000

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

Contribution to Capital Project Fund	$	2,000,000

Section 4. This Capital Project Ordinance shall be entered into the minutes of the April 16, 2018 meeting of the Brunswick County Board of Commissioners.

NE Brunswick Regional Wastewater Treatment Plant Expansion
Fee Summary
4/16/2018

Schedule I - WWTP Expansion Options

Item	1.65 MGD Fee	2.5 MGD Fee	Fee Type
Task 1: Planning Charrette & Basis of Design	$15,000	$15,000	Fixed Fee
Task 2: Engineering Alternatives Analysis (EAA)	$40,000	$40,000	Fixed Fee
Task 3: SEPA Document (EA)	$35,000	$35,000	Fixed Fee
Task 4: Preliminary Design Phase	$260,000	$310,000	Fixed Fee
Task 5: Final Design & Specifications Phase	$560,000	$695,000	Fixed Fee
Task 6: Permitting Phase	$40,000	$40,000	Fixed Fee
Task 7: Bidder Pre-Qualification Phase	$9,500	$9,500	Fixed Fee
Task 8: Bidding & Award Phase	$65,000	$75,000	Fixed Fee
Task 9: Construction Administration	$475,000	$475,000	Fixed Fee
Task 10: Periodic Construction Observation	$140,000	$140,000	Fixed Fee
Task 10A: Construction Phase Services Contingency	$40,000	$40,000	Contingency
Task 11: Post Construction Phase Services	$20,000	$20,000	Fixed Fee
Task 12: Special Services	$35,000	$50,000	Fixed Fee
Task 13: Unit Price Services *(See breakdown below)*	$10,000	$10,000	Unit Price
Total Estimated Fee (Tasks 1-13)	**$1,744,500**	**$1,954,500**	

Schedule II - Force Main Improvements Options

Item	Fee Phase II (11,000 Feet)	Fee Phase II and IA (29,000 Feet)	Fee Type
Task 1: Initial Activities	$2,400	$2,400	Fixed Fee
Task 2: Preliminary Routing Evaluation & NCDOT Approach	$7,300	$9,500	Fixed Fee
Task 3: Preliminary Design	$69,000	$76,900	Fixed Fee
Task 4: Final Design	$41,100	$186,300	Fixed Fee
Task 5: Permitting Phase *(Permit fees included as noted below)*	$22,100	$36,600	Fixed Fee
Task 6: Bid & Award Phase	$9,400	$18,500	Fixed Fee
Task 7: Construction Administration	$20,400	$48,000	Fixed Fee
Task 8: Periodic Construction Observation	$14,300	$22,000	Fixed Fee
Task 9: Project Closeout	$7,600	$10,000	Fixed Fee
Task 10: Unit Price Services	$12,750	$27,300	Unit Price
Total Estimated Fee (Tasks 1-10)	**$206,350**	**$437,500**	

DocuSign Envelope ID: 2D1645C4-4F65-4F2F-AF03-5DF964CF3B93

FIRST AMENDMENT TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This First Amendment to Agreement Between Owner and Engineer for Professional Services (the "First Amendment") is made and entered into the 6th day of December, 2021, by and between Brunswick County (hereinafter referred to as "County" or "Owner") and McKim & Creed, Inc. (hereinafter referred to as "Engineer").

WITNESSETH:

WHEREAS, County and Engineer entered into an Agreement Between Owner and Engineer for Professional Services (the "Agreement") effective April 16, 2018, for services in connection with the Northeast Brunswick Regional Wastewater Treatment Plant Expansion (hereinafter referred to as the "Project"); and

WHEREAS, Exhibit "A," Schedule I of the Agreement set forth an anticipated Project Schedule for Task 9 – Construction Phase and Task 10 – Periodic Construction Observation of eighteen (18) months until Substantial Completion and an additional two (2) months until Final Completion, for a total construction timeline of twenty (20) months; and

WHEREAS, services under Task 9 – Construction Phase and Task 10 – Periodic Construction Observation are taking longer than anticipated due to causes beyond the parties' control, and the construction timeline for those Tasks needs to be extended seven (7) months to a total of twenty-seven (27) months; and

WHEREAS, additional efforts are required by Engineer to provide ongoing services during the aforementioned extended construction timeline; and

WHEREAS, Engineer's additional services during the aforementioned extended construction timeline will result in additional fees than those set forth in Exhibit "B," Schedule I of the Agreement; and

WHEREAS, in order to allow Engineer additional time and compensation for the additional services, the parties mutually agree to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

2. The estimated duration for Task 9 – Construction Phase and Task 10 – Periodic Construction Observation as set forth in the Agreement is hereby extended an additional seven (7) months for a total construction timeline of twenty-seven (27) months. A more detailed Scope of Work and revised timeline is set forth in Exhibit "A-1" attached hereto and incorporated herein by reference. Exhibit "A-1" is intended to supplement and not replace the existing Exhibit "A," Schedule I of the Agreement. In the event of a conflict between Exhibit "A," Schedule I and Exhibit "A-1," the terms of Exhibit "A-1" shall govern.

3. The fees for Engineer's additional services set forth in Exhibit "B-1" attached hereto and incorporated herein by reference shall be $63,400. Exhibit "B-1" is intended to supplement and not replace the existing Exhibit "B," Schedule I of the Agreement. In the event of a conflict between Exhibit "B," Schedule I and Exhibit "B-1," the terms of Exhibit "B-1" shall govern.

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4. Except as otherwise amended herein, all other terms of the Agreement shall remain in full force and effect.

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

IN WITNESS WHEREOF, the parties hereto execute this First Amendment by their duly authorized representatives.

BRUNSWICK COUNTY

By: _____

Printed Name: Randy Thompson

Title: Chairman, Board of Commissioners

Date: _____

MCKIM & CREED, INC.

By: Anthony W. Boahn

Printed Name: Anthony W. Boahn

Title: Vice President

Date: 11/23/2021

ATTEST:

_____
Clerk to the Board

[SEAL]

"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, NC

APPROVED AS TO FORM

Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Asst. County Attorney
Brunswick County, NC

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EXHIBIT "A-1"
SCOPE OF WORK

(McKim & Creed Proposal No. 211741)

NORTHEAST BRUNSWICK REGIONAL WASTEWATER TREATMENT PLANT EXPANSION ADDITIONAL CONSTRUCTION PHASE SERVICES

I. PROJECT UNDERSTANDING

McKim & Creed is currently providing Construction Phase Services for the *Northeast Brunswick Regional Wastewater Treatment Plant Expansion* to include construction administration and periodic construction observation services under PO 69952 with the County, dated May 22, 2018. The original PO stipulated the following timeline for providing these services:

- 18 Months Substantial Completion
- 2 Months Final Completion
  20 Total Construction Timeline

The current contract timeline for construction has been extended an additional seven (7) months to a total construction timeline of twenty-seven (27) months. Therefore, additional efforts are required to provide the noted Construction Phase Services for this extended timeline. Our scope of work to provide these services is provided as follows:

II. SCOPE OF SERVICES

Task 9 - Construction Administration & Task 10 - Periodic Construction Observation

McKim & Creed will provide the following services for an additional construction period of seven (7) months commensurate with the current construction contract. If the contract duration extends beyond this construction period or is delayed, Engineer shall be entitled to adjustment of the scope and fee associated with these tasks.

1. Schedule and hold regular monthly construction meetings with the owner and contractor. Prepare and distribute construction meeting minutes to document discussions and responsibilities.
2. Receive, log, track and perform shop drawing reviews. Compare shop drawings to the plans and technical specifications, note deficiencies or compliance issues, and issue comments to the contractor within 10 business days of receipt.

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3. Receive, log, track, & respond to contractor's written requests for information or clarification of the contract documents.
4. Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
5. Receive, log, track, & respond to notifications from contractor of changes to work conditions and requests for change orders.
6. Review materials testing for conformance to the specifications.
7. Receive, log, track, & review contractor's monthly invoices and make recommendations for payment.
8. Conduct site visits with County staff as often as necessary to review project status, and to confirm/certify that work is progressing in accordance with the approved construction documents.
9. Schedule and conduct the substantial completion evaluation. Prepare the substantial completion punchlist and submit for Owner concurrence, and work with the contractor to ensure outstanding work is completed.
10. Upon satisfactory completion of the Substantial Completion punchlist and after reviewing test results from the Contractor, prepare the Engineer's Substantial Completion Certification.
11. Schedule and conduct the final completion evaluation. Prepare the final completion punchlist and work with the contractor to ensure work is fully complete.
12. After the contractor has satisfactorily completed the final punchlist, submitted all test results, as-built redlined drawings, and release of waivers and claims, McKim & Creed will prepare the Engineer's Final Completion Certification.
13. Provide periodic field observation during construction. Note that Brunswick County personnel will be responsible for all day-to-day construction observation, reports, inspections, punch-lists, and identification of corrective actions for compliance with contract documents for all project components. This project scope assumes that Brunswick County will continue to provide a full-time construction observer qualified and experienced in municipal treatment plant construction.

III. ADDITIONAL SERVICES

Additional professional services can be provided (within the qualifications of the Engineer and associate firms) upon request by the County, or upon authorization by the County following recommendation of the Engineer. These services shall include but not limited to the follow:

1. Expert witness or technical support concerning property surveying or engineering matters for which the Engineer has no direct liability.
2. Preparation of plats or designs for rezoning purposes.
3. Design services

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4. Bid services.
5. Testing for soil or groundwater contamination.
6. Easement mapping or easement surveys.
7. Providing for additional soil borings or geotechnical analyses beyond the identified scope of work.
8. Providing for an environmental impact statement (EIS).
9. Providing for detailed investigations and/or surveys for archaeological sites, protected/threatened/endangered species of shellfish, fish, wildlife, and natural vegetation.
10. Providing for Phase 1 or Phase 2 Environmental Site Assessment for the project area.
11. Providing for determining, evaluating and assistance with contaminated soils for the project area.
12. Providing assistance for wetland mitigation.
13. Providing for assistance with easement acquisitions.
14. Providing for SCADA integration for the new wastewater treatment facility to County's overall county-wide SCADA.
15. Surveys to locate and delineate the 100 year flood plain.
16. Boundary or easement surveys for the wastewater plant site
17. Construction survey and staking.
18. Preparing for multi-prime contracts and bidding.
19. Providing for funding assistance for grant or loan applications that the County may decide to seek funding.
20. Development of design or bid documents to comply with alternate funding agencies or other funding mechanisms.
21. Providing for assistance for specialized special inspections services like ultrasonic weld testing.
22. Providing for a hydrogeological site evaluation
23. Operator training on equipment, processes, or other miscellaneous training related to the existing or proposed facilities.

IV. PROJECT SCHEDULE

McKim & Creed will provide the services detailed in this document for a seven (7) month continuous period beginning July 8, 2021.

END OF EXHIBIT "A-1"

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EXHIBIT ″B-1″ - FEE COMPENSATION
Northeast Brunswick Regional Wastewater Treatment Plant Expansion

(McKim & Creed Proposal No. 211741)

McKim & Creed, Inc. will perform the services outlined in Exhibit "A-1" for the fixed fee amount of $63,400.

END OF EXHIBIT ″B-1″

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 21.

From:
Bob Tweedy

Utilities - Northeast Regional WWTP Expansion Change Order No. 2 (Bob Tweedy)

Issue/Action Requested:
Request that the Board of Commissioners approve a change order in the amount of $263,691.24 and a time extension of 44 calendar days for work associated with the Northeast Brunswick Regional Wastewater Treatment Plant 2.5 MGD Expansion Project. This will adjust the not-to-exceed total contract amount from $41,724,181.05 to $41,987,871.29, and the project completion deadline from January 7, 2022, to February 20, 2022.

Background/Purpose of Request:
By action taken October 7, 2019, the Board of Commissioners approved appropriations and execution of a contract with T. A. Loving Company to construct a 2.5 MGD expansion of the Northeast Brunswick Regional Wastewater Treatment Plant. The project will result in the plant having a capacity of 4.975 MGD.

By action taken June 21, 2021, The Board of Commissioners approved Change Order No. 1 which included a total of 25 change items totaling $70,967.74. A time extension of 71 days to account for excessive rain event impacts (47 days), pandemic impacts on the contractor's work force (23 days), and changes to the scope of work (1 day) was also approved.

A total of 25 additional change items are being requested by the contractor. These items include necessary changes to process piping, electrical gear, process control and monitoring systems, addition of valves to facilitate future expansion without interrupting plant operations, installation of a fire hydrant, and electrical upgrades to match the electrical power requirements of the equipment provided. A letter summarizing the necessary changes and time extension is attached along with supporting documentation for each change item. A time extension of 44 days for excavation of unsuitable material and placement of structural backfill to account for poor soil conditions encountered under new structures (33 days), and changes to the scope of work involving piping and structures (11 days) is requested. A final change order will be necessary to adjust for unused contingency, additional changes to the work (if any), and actual quantities of unit price work performed.

Staff recommends approval of the change order amount ($263,691.24) and extending the completion deadline by 44 days. The resulting contract amount will become $41,987,871.29 and the resulting project completion deadline will become February 20, 2022.

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

Approved By County Attorney:
Yes

County Attorney's Recommendation:

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend the Board of Commissioners approve a change order in the amount of $263,691.24 and a time extension of 44 calendar days for work associated with the Northeast Brunswick Regional Wastewater Treatment Plant 2.5 MGD Expansion Project. This will adjust the not-to-exceed total contract amount from $41,724,181.05 to $41,987,871.29, and the project completion deadline from January 7, 2022, to February 20, 2022.

ATTACHMENTS:

Description

- Utilities - Change Order No. 2 McKim & Creed Letter - Attach 1
- Utilities - Change Order No. 2 - Attach 2
- TA Loving Change Order No. 2 Time Extension Request
- TA Loving Change Order 2 Summation
- Northeast Regional WWTP Expansion Change Order 1

McKIM&CREED

ENGINEERS

SURVEYORS

PLANNERS

November 1, 2021 M&C 00069-0047

Paul Biagiotti, Construction Manager
Brunswick County Public Utilities Operations Center
250 Grey Water Rd. NE
Supply, NC 28462

RE: **Northeast Brunswick Regional Water Reclamation Facility 2.5 MGD Facility Expansion Project**
Change Order No. 2.

Dear Mr. Biagiotti :

On Nov. 8, 2019, Brunswick County Public Utilities entered into a contract with TA Loving Construction Co. for a 2.5 MGD expansion of the NEBRWRF. Currently, construction is proceeding at a swift pace and is scheduled to be completed near the first of next year. While this date is later than the contract required date of January 7, 2022, the Contractor has provided evidence to support their claim that impacts to the construction schedule were beyond their control and thus additional construction time has been requested in accordance with the requirements set forth in the contract. Contractor has claimed their delays were a result of poor weather itself, weather impacts on job site conditions, additional excavation/work and labor impacts resulting for Covid.

Contract Time Extension

After reviewing the attached supporting documentation from TA Loving Construction dated October 15, 2021 and having consulted with the Brunswick County Project Representative (BCPR), Engineer recommends the Contractor be awarded the following:

- 33 days for time spent performing additional excavation and backfilling under structures. This work was clearly and increase in project scope and thus merits recommendation.
- 11 days for additional work associated with Items 28 and 40. Again, this work was an increase in scope and thus merits recommendation.

243 North Front Street

Wilmington, NC 28401

910.343.1048

Fax 910.251.8282

www.mckimcreed.com

With respect to other days requested by Contractor, the evidence provided thus far by Contractor is not sufficient to conclude additional contract time should be recommended to Owner. When Contractor can produce conclusive supporting documentation for consideration, the issue may be revisited.

Contract Cost Adjustments

As with all construction, there are problems/changes/ unforeseen issues that only arise during construction which must be dealt with through the construction administration process outlined in the contract documents. Items documented herein have been resolved in accordance with that process.

The following is a list of those items (back up for each is attached along with a summation spreadsheet):

Item 1 thru 25 included in first change order.

Item 26: PCO 22: Building Interior Trim/Closure Addition

Due to the irregular shape of the split face block used on the exterior of the building, gaps occurred between the soffit and the face of the wall. The cost included herein provided for installation of a closure angle to seam the gaps.

In addition, with the use of a double nailer on top of the cmu wall to support the wood roof trusses, a gap was produced between the ceiling and top of wall around the total of all enclosed structures. Owner requested gap be closed to seal the perimeter of the ceiling. Again, the cost included herein provided for installation of a closure to seal the gap.

- Add cost $3,059.70.

Item 27: PCO 23: Tertiary Filter Influent Valve Relocation

Influent isolation valves located upstream of the individual disk filters would not fit in the space provided between the filter and containment wall due to equipment drain lines and associated piping flange interference. To correct the situation, the valves were relocated to the outside of the facility. The cost of the work included the necessary pipe and connection modifications.

- Add cost $13,435.13.

Item 28: PCO 30 Oxidation Trough Fill

During a submittal review, Engineer noted that the triangular troughs immediately ahead of the Oxidation Ditches were required filled and/or have a floor at elevation 28.25 per Kruger requirements. The purpose of this floor was to not have area become septic and be a place to allow sludge build up. Contract drawings did not detail the floor being at this elevation and thus the cost included backfilling the areas with sand and placing a concrete slab atop to create a floor at the required elevation.

- Add cost $22,186.64.
- Add Contract Time 6 days

Item 29: PCO 31 Outfall Additional Pavement, DIP Fitting, and Valve

During installation of the plant outfall line, the existing outfall line was found not to be in the location shown on as builts drawings. Because of this, the new outfall had to be relocated and deflected around the existing. An additional DIP pipe fitting was installed to accomplish the relocation.

On the contract drawings, an influent plug valve was shown for the future influent force main connection. BCPU preferred this valve not be part of future construction and instead have it installed under this contract. The addition of the valve will greatly reduce the future difficulty involved with installing the future force main on a live existing force main.

The cost associated with this item includes the cost for an additional plug valve and DIP bend.

- Add Cost $ 38,670.19.

Item 30: PCO 32 Alternate Clarifier Lighting Support

The contract drawings required the Contractor mount the specified clarifier light poles and their associated bases utilizing light pole manufacturer provided

brackets. During submittal review, it was determined that the manufacturer did not manufacture a bracket that would allow a pole to be supported off a clarifier mechanism grating platform. Contractor proposed an alternate pole and mount utilizing the already purchased light fixtures. The cost included herein is for the purchase of the alternate pole and additional labor necessary to mount the fixtures.

- Add Cost $3,351.62.

Item 31: PCO 33 Additional Fire Hydrant

During a visit by the local Fire Marshall, the Marshall requested a hydrant be installed at the entrance to the plant site given the distance to the existing nearest hydrant. The cost included herein is to provide and install an additional hydrant.

- Add Cost $8,725.14.

Item 32: PCO 34 Credit for Deletion of the Thickening Facility Ladder

During submittal review, plant staff noted they would rarely enter the thickening facility under slab tank and thus a fixed permanent ladder was unwarranted. Credit identified herein is for that ladder.

- Credit $1,409.00.

Item 33: PCO 35 Effluent Pump Station Control Panel Change and Blower Communication Panel Change

The effluent pump station control panel was modified to include a 24v power source for the WESS Guard Controller. The controller monitors the integrity of the bladder in the hydropneumatic tank which maintains pressure in the non-potable water system. A power source for the unit was not included in the contract.

At the request of the Owner, the Oxidation Ditch blower communication panel LCP-130 was modified to include a PLC (provided by Owner) for communication with the blowers. In place of the specified CAT 6 cabling between LCP 130 and blowers, analog cabling and discrete conductors were installed.

The cost for this item represents the providing of a 24v source for Controller and the labor and material necessary for installing a PLC for communication with the blowers.

- Add Cost $10,394.96

Item 34: PCO 36 Not Used

Item 35: PCO 37 Additional Conductors and Conduit for Connection of Trash Pump Oil Switch to Control Panel

Contract drawings did not provide for the conduit and conductors necessary for connection of the oil switch to the trash pump control panel. The cost included herein provides for the conduit and wire for that necessary connection.

- Add Cost $ 832.70

Item 36: PCO 38 Additional Conductors and Conduit for Connection of ATAD Motor Mixer Thermistors and Heaters to Control Panel

Contract drawings did not provide for the conduit and conductors necessary for connection of the ATAD Reactor Mixer motor heaters and thermistors to their respective mixer control panels. Mixers were provided by Kruger as part of a pre-negotiated package. Design documentation provided on mixers to Engineer during design prior to bid did not detail wiring necessary for heaters and thermistors and thus was not included in the contract drawings. The cost included herein provides for the conductors and wire for that necessary connection.

- Add Cost $ 11,411.55.

Item 37: PCO 39 Additional Conductors and Conduit for Connection of WAS and RAS Pumps Thermistors and Heaters to Control Panel

Contract drawings did not provide for the conduit and conductors necessary for connection of the WAS and RAS pump motor heaters and thermistors to their respective mixer control panels. The cost included herein provides for the conductors and wire for that necessary connection.

- Add Cost $ 5,604.08.

Item 38: PCO 40 Additional Conductors and Conduit for Connection of Oxidation Ditch Recirculation Pumps (Bio Pumps) Thermistors and Heaters to Control Panel

Contract drawings did not provide for the conduit and conductors necessary for connection of the Bio pumps motor heaters and thermistors to their respective mixer control panels. Pumps were provided by Kruger as part of a pre-negotiated package. Design documentation provided on pumps to Engineer during design prior to bid did not detail wiring necessary for heaters and thermistors and thus was not included in the contract drawings. The cost included herein provides for the conductors and wire for that necessary connection.

- Add Cost $ 6,232.72.

Item 39: PCO 41 Additional Conductors and Conduit for Connection of ATAD Rotary Lobe Pump Motors Thermistors and Heaters to Control Panel

Contract drawings did not provide conduits and conductors necessary for connection of the rotary lobe pump motor heaters and thermistors to their respective pump control panels. Pumps were provided by Kruger as part of a pre-negotiated package. Design documentation provided on pumps to Engineer during design prior to bid did not detail wiring necessary for heaters and thermistors and thus was not included in the contract drawings. The cost included herein provides for the conductors and wire for that necessary connection.

- Add Cost $ 2,640.13

Item 40: PCO 42 Reroute of Existing In Plant Pump Station Discharge Force Main to New Headworks

The existing discharge force main currently discharges into the existing headworks structure. With the decommissioning of the existing headworks, the discharge force main requires relocation to the new headworks. The cost and additional time associated with the change is for that relocation.

- Add Cost $ 41,787.41

- Add Contract Time 5 days

Item 41: PCO 43 Additional Conductors and Conduit for Connection of Wess Guard Hydro Tank Controllers to LCP 71500

Contract drawings did not provide conduits and conductors necessary for connection of the Wess Guard Controllers to LCP 71500. The cost included herein provides for those conductors and conduit.

- Add Cost $ 3,482.72

Item 42: PCO 44 Additional Conductors and Conduit for Connection of Condensate Heaters and Thermistors in Pumps 84011, 84012, 96011, and 96012

Contract drawings did not provide conduits and conductors necessary for connection of the ATAD feed pump motor heaters and thermistors to their respective pump control panels. Pumps were provided by Kruger as part of a pre-negotiated package. Design documentation provided on pumps to Engineer during design prior to bid did not detail wiring necessary for heaters and thermistors and thus was not included in the contract drawings. The cost included herein provides for the conductors and wire for that necessary connection.

- Add Cost $ 5,281.28

Item 43: PCO 45 Additional Conductors and Conduit for Connection of Condensate Heaters and Thermistors in Pumps 28011, 28012 and Blowers 26011 26012

Contract drawings did not provide conduits and conductors necessary for connection of the ATAD feed pump motor heaters and thermistors to their respective pump control panels. The cost included herein provides for the conductors and wire for that necessary connection.

- Add Cost $ 970.77

Item 44: RCP 29/PCO 46 Addition of Disconnects at Tertiary Disk Filters

During review of the Tertiary Disk Filter submittal, Engineer noted both the drive and pump motors for each unit were not provided with electrical disconnects which is inconsistent with Brunswick County Public Utilities Lock Out Tag Out (LOTO) Safety Requirements. Comments were made on the submittal to require the disconnects. The cost incurred for the item includes adding SST NEMA 4X disconnects, conduit, wire and disconnect support at pumps and motors DRV-MTR-51011, DRV-MTR-52011, PMP-MTR-51021, and PMP-MTR-52021.

- Add Cost $11,328.02.

Item 45: PCO 47 Not Used

Item 46: PCO 48 Coordination Study

As part of the contract requirements, the electrical contractor is required to conduct a Plant Wide Electrical Coordination Study. This study is a protective device coordination study that analyzes the impacts of short circuits, equipment failures, and other core faults in a facility's operation. The study identified several disconnects and breakers having ratings that were too low. The cost of this item is the difference in price between those items specified and those required.

- Add Cost $ 10,356.39.

Item 47: PCO 49 Additional Wiring Required for MOV 45411 Proportional Control

Contract drawings indicated Motor Operated Valve (MOV) 45411 was a nonmodulating valve and thus only required discrete command wiring. After receipt of final Kruger wiring diagrams and loop sheets as part of the submittal process after the bid, it was determined the valve would need to be proportionally controlled. For proportional control, the valve was wired back to the PLC using analog wiring which is a significant change from being hardwired to the local control panel. The cost included herein represents the difference in wiring from that shown on the contract drawings and that required to provide proportional control.

- Add Cost $ 8,490.51

Item 48: PCO 50 Addition of Polymer Chemical Pump Speed Command to PLC 2

Contract drawings did not detail the "speed command "signal for chemical pump CHM-89011 being returned to PLC 2. Upon receipt of Kruger loop drawings received after bid, the Kruger system was found to require a speed command to pace the polymer flow rate with the WAS feed rate into the thickener. The cost included herein provides for the signal to be returned to PLC 2 via an additional TSP from the chemical pump to PLC 2.

- Add Cost $ 3,162.16

Item 49: PCO 51 Grit Removal System Signal Deletion

This change includes adding thermostat wiring to screen motors, deleting discrete signals, and pulling fiber optic cable for the grit removal system. Owner requested that the PLC included with the screen controls be placed on the plant fiber optic network rather than being connected with discrete wiring. The difference in the amount of wire/conductors installed resulted in a savings.

- Credit $ 6,245.09

Item 50: PCO 52 Rotary Drum Thickener Electrical Requirements

Contract drawings detailed the Rotary Drum Thickener communicating with the RDT LCP 81000 then the local control panel RDT LCP. This arrangement was shown based upon information provided by Kruger prior to bid. During the submittal process, Kruger changed this arrangement and now communicates with the local control panel first then the RDT LCP 81000. This change precipitated numerous wiring changes and wire counts. The cost included herein accounts for the cost difference between that work shown on the contract drawings and that required by the approved submittal.

- Add Cost $ 54,403.01

Item 51: PCO 53 Flow Instrument Transmitter Relocation

Equalization Basin flow meter transmitter FIT 21402 was mounted to the flow meter box above grade. The location of this instrument presented an obstruction

to the grit classifier dumpster access. Contractor was directed to relocate the transmitter and accessories to the Equalization Tank Pump Station vault so as to not interfere with access under this project and the future upgrade.

- Add Cost $ 4,982.62

Item 52: PCO 54 Miscellaneous Items

Several small items make up this cost and includes both credits and additional work cost.

1. Credit: Seal water conductors for Bio Pitch pumps were deleted however conduit for conductors was installed.
2. Addl Cost: Scum pumps 1 and 2 motor operated valves were provided with conductors and conduit and connected to their control panel. Conductors and conduit were not detailed on contract drawings.
3. Addl Cost: PLC 1 and 2 main breakers located in power panel LP 100 were upsized from 20 to 30A due to addl loads. 20A breakers were turned over to Owner as spares.
4. Addl Cost: HVAC circuit breaker was changed from 45A to 60A because of higher than anticipated load from motor. 45A breaker was turned over to Owner as spare

- Add Cost $ 555.88.

Summary

Based on the items detailed in this letter, the Engineer recommends the contract amount be increased by $263,691.24 and the contract time be amended to include an additional 44 calendar days.

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

Sincerely,

McKIM & CREED, INC.

Stacey Magnus
Senior Construction Administrator
Enclosures: Change Order No.2 Summation
cc: File 00069-0047.64

McKIM&CREED

BRUNSWICK COUNTY
CHANGE ORDER NO. 2

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

PROJECT: Northeast Brunswick WWTP Expansion
ORIG. TIME OF COMP. CAUSE CODE:
720 days
ORIG. DATE OF COMP.
Oct. 28, 2021

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)

See attached letter from McKim and Creed dated November 1, 2021 which includes a description of each change.

The Time of Completion including previous orders is 791 calendar days and shall be (increased) ~~(decreased)~~ ~~(unchanged)~~ by 44 calendar days by this change order for a revised Contract date of completion of February 20, 2022. (Detailed analysis supporting the requirements for a change in duration is attached) See TA Loving letter dated October 15, 2021.

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					$41,653,213.31
2. Amount of Previous Orders	ADD	$70,967.74	Deduct	$0	
3. Amount of This Order:	ADD	$263,691.24	Deduct	$0	
4. Total additions lines 2 & 3			Minus Total Deducts:	$0	$334,658.98

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

5. Revised Contract Total Amount $41,987,872.29

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.

TA Loving Company (Contractor)	By:		11-3-2021 (Date)
McKim and Creed Inc. (Designer)	By:		Nov. 1, 2021 (Date)
BCPL (Owner)	By:	Robert C Kennedy	Nov 22, 2021 (Date)
(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

Change Order 2 Rain Days/Impact Days/Covid Delays

To All:

T.A. Loving Company has faced many obstacles in the past year dealing with the Covid-19 outbreak as well as our suppliers and subcontractors on the Northeast Brunswick WWTP Facility Expansion. Our estimated completion date of the project at this time is February 28, 2022. Attached to this letter, are letters from our suppliers stating the struggles and delays that they have incurred during the past year which directly affects the schedule of this job.

During the start of this job there has been many rain events which directly affected the job. Rain causes production to come to a stop no matter how much it rains. From April of 2021 until now we have seen significant amounts of rain each month. At this point in the project we are working mostly inside the structures putting equipment together. When a rain event occurs the structures hold all of the water that falls during the event which causes us to stop work inside the structures. Once the rain event is over we then have to pump all of the water out of the structures before we can begin work which causes a impact on our schedule. Along with this letter is pictures of water on the jobsite due to rain events. Also, attached is a calendar listing all the rain events we have had onsite as well as the correlating impact days. T.A. Loving would like to request 29 days be added to the contract time for rain/impact days.

Material delays has been a constant struggle on this job. Many suppliers have reached out with letters stating that they experienced Covid-19 outbreaks, directly effecting their schedules on getting materials fabricated and ready to be delivered. Equipment delays plays a major impact on the schedule of this job. There is so much equipment to be installed and in such a short amount of time that when a piece of equipment gets delayed because of Covid-19, it pushes back the date of installation. Some of this equipment is very detailed and takes a lot of time to install. The later we get these materials the harder it is for us as a contractor to meet dates needed to finish this job within the allotted time frame in the contract. Below are some delays in materials/equipment that we have experienced in the past 2 years.

Clarifier Equipment was originally planned to be onsite 1/15/21. Clarifier equipment did not arrive onsite until 2/17/21. Clarifier structure was complete and available for equipment installation on 10/28/20 since the walls of the clarifier structure were complete. This is a 4.5-week delay. Clarifier equipment being installed has been a part of the critical path since the beginning of the job since this is one of the first structures needed for startup. The plant cannot process any sewage without the clarifier structures up and running.

EQ Basin pumps were originally planned to be onsite 1/4/21. The new delivery date for these pumps is 5/3/21. These pumps could have been installed on 1/26/21. EQ basin equipment has been a part of the critical path as well. The EQ Basin is one of the very first structures in the startup sequence, which is called out in the specifications. This structure must be started up and running before any of the following structures in the plant sequence can be started up. This equipment being delayed causes this structure to be completed later than originally planned. This is a 14-week delay.

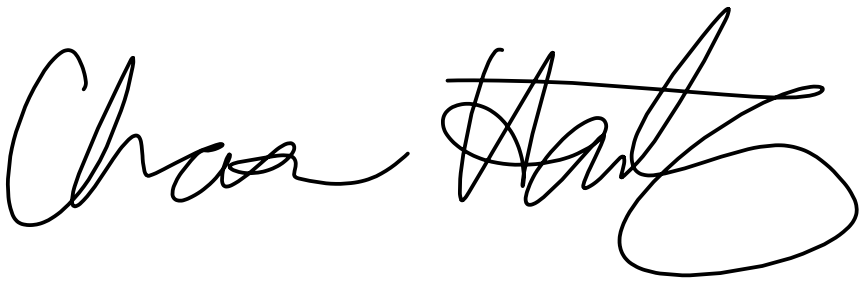
Oxidation Ditch equipment has experienced a delay too. The oxidation ditch aeration headers were released on 5/13/20. These did not arrive onsite until 3/1/21. Original delivery date was 8/19/20. Blowers did not arrive onsite until 3/18/21. Weirs did not arrive until 4/14/21. Pumps did not arrive onsite until 5/21/21. These were released on 9/11/20. These were supposed to arrive on 12/18/20. Aeration headers, and pumps could have been installed on 2/2/21. Oxidation Ditch blowers could have been installed on 2/19/21. Oxidation Ditches is a critical path structure because it is also one of the very first structures that needs to be started up in order for the plant system to work. This is a 15 week delay.

The total delay for equipment is 234 days.

Another issue that has impacted the project schedule is the additional excavation and backfill work at many structures. Prior to bid, the soils report indicated only two structures required replacement of existing bearing soil with two feet of stone. The reason for this replacement was that the existing soils at those bearing elevations were not suitable for supporting the intended structure. Once excavations for other structures were completed and bearing grades were achieved, the geotechnical third party inspector (ECS Southeast, LLP) inspected those soils as required by contract. They too were found to be incapable of supporting the intended structures and thus an additional 2 to 3 feet of soils was excavated and replace with stone. The time necessary to do the additional excavation and soil replacement work was unforeseen at the time of bid and thus T.A. Loving Company requests 33 days be added to the contract. As a note, when excavations go deeper, there are consequences that need to be dealt with. For safety, excavation slopes need to be maintained and meet OSHA requirements which take into account the type of soil being excavated. For this reason, when a Contractor excavates deeper, the entire perimeter of the excavation gets larger to maintain the slope which again increases the amount of work and time. Additionally, a deeper excavation will produce more ground water that has to be controlled which again is more effort and time.

T.A. Loving Company is dedicated to providing a high-quality product while also finishing this project on time. The past year has posed many obstacles due to the Covid-19 outbreak as well as rain

events that have occurred. T.A. Loving is requesting a total of 296 days be added to the contract due to the delays we have experienced from Covid/rain up to this date. This has been a very fast paced project and T.A. Loving Company has done everything we can as a company to meet production needs and to keep this project moving forward. We would like to thank McKim & Creed and Brunswick County Public Utilities Authority for all their hard work in helping us provide a quality wastewater plant system for the people of Brunswick County.



10/15/21

Chase Hartley

T.A. Loving Signature | Date

additional #57 stone place under structures 2' depth 3' outside of ea. structure

				Additional Days
Bio Ditch			1,631.00	15
Clarifier #4			684	4
Clarifier #5			684	4
Pre-ATAD Pump Sta.			112	1
Pre-ATAD Thickening Facility			145	1
Effluent Pump Sta.			133	1
EQ Pump Sta.			122	1
Headworks Headcell			36	1
Tertiary Filters			152	2
Electrical JB Box 1 ea.			10	1
Cascade Aeration			128	1
Ultraviolet				
Scum P/S & Scum P/S vault			47	1
EQ vault ,Headwork,vault				
Effl. Vault & meter vault				
Bio Ditch meter vault	Total 7 structures	1' depth		33 Days
			3884	c.y.

April 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 2.5”	2 Good Friday	3
4 Easter Sunday	5	6	7	8	9	10
11	12	13	14	15 1”	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
				2 Rain Days	2 Impact Days	4 Total Days

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May 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	**3**	**4**	**5**	**6**	**7** **1”**	8
9 Mother's Day	**10** **¾”**	**11**	**12** **½”**	**13** **½”**	**14**	15
16	**17**	**18**	**19**	**20**	**21**	22
23	**24** **½”**	**25**	**26**	**27**	**28**	29
30	**31** Memorial Day			**5 Rain Days**	**3 Impact Days**	8 Total Days

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June 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 2”	3 2”	4 2” National Donut Day	5
6	7 ¼”	8	9	10	11 ¾”	12 1.5”
13 1.5”	14 ½”	15 1”	16	17	18	19
20 1.5” Father's Day	21	22	23	24	25 ¾”	26
27	28	29	30	11 Rain Days	7 Impact Days	18 Total Days

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July 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4 Independence Day	5 Independence Day Holiday	6	7	8 1.5"	9	10
11 1.5"	12	13 1"	14 1.5"	15	16	17
18 2.75"	19 1"	20 1.5"	21	22	23	24
25	26	27	28	29	30	31
				7 Rain Days	8 Impact Days	15 Total Days

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August 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 1.5"	2	3 4"	4	5	6 1"	7 2"
8	9	10	11	12	13	14
15	16	17 1.5"	18	19	20	21 1.5"
22	23	24	25	26	27	28
29	30	31 0.25"		7 Rain Days	9 Impact Days	16 Total Days

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September 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 Labor Day	7	8	9 0.25”	10	11
12	13	14	15	16	17	18
19	20	21 5.5”	22 3.5”	23	24	25
26	27	28	29	30		
				3 Rain Days	5 Impact Days	8 Total Days

Template © calendarlabs.com

Month	Rain Days	Impact Days	Monthly Allowance	Rain Days Requested
April	2	2	5	0
May	5	3	6	2
June	11	7	7	11
July	7	8	9	6
August	7	9	8	8
September	3	5	6	2
				Total Days Requested
				29










ENF28 9-0
6/23/21, 4:23 PM

6/24/21, 7:13 AM






TA LOVING
7/9/21 7:57 AM

Dear Valued Customer,

I hope that everyone is doing well and enjoying a smooth start to the month of March.
US importers are continuing to experience a complex ocean market as we close the Chinese New Year period and move towards the tail end of the 2020-2021 contract season. Today's update will focus primarily on the Europe and Asia – North American Trade Lanes while also highlighting some of the US infrastructure challenges impacting all ocean cargo.

OVERALL ON-TIME PERFORMANCE:
Global ocean carrier schedule reliability was on a steady decline for most of 2020, however, the beginning of 2021 saw these figures worsen even further with January 2021 on-time percentage coming in at ***less than 35%.*** This result looks even worse when compared with January 2020, when global reliability was ***68.4%***. The January 2021 global on-time percentage is the worst ever recorded according to Sea-Intelligence.

The average delay for late vessels also worsened in January 2021, and none of the major ocean carriers recorded a month over month or year over year improvement, demonstrating that the lack of reliability is an industry-wide problem.

The Transpacific trade lane in particular favored the worst in January 2021. Asia – North America WC vessels arrived on-time just ***13.8%,*** and ocean cargo destined for the North America EC hit a schedule reliability of only ***21.5%.*** Asia-North America WC average delays were ***over 10 days,*** while the Asia-North America EC avg delays were ***almost 6 days.*** All of these numbers are significant reductions both year over year and month over month.

The Transatlantic trade lane schedule reliability also suffered last month, with an ***8.2% drop*** compared to December 2020. Average delay of late vessels was also significant in January 2021, coming in at ***6.56 days.***

TRUCK POWER AND CHASSIS AVAILABILITY:
The combination of significant volume increases, poor weather conditions throughout the country, COVID-19 restrictions, and an imbalance of imports/exports has led to operational challenges facing the port terminal and drayage communities. Large **Southeast ports** such as Charleston, Savannah, Miami, and Norfolk are all facing availability and truck power delays which can add more than 7 days to the destination lead time. The **Northeast ports** are encountering their own challenges as well, with destination dwell times exceeding ten days in certain cases in New York/Newark. Lack of schedule reliability and rising fuel costs have also stressed the drayage community, making it more difficult to pre-plan truck power to meet delivery requirements.

On the **West Coast**, the ports of Oakland/San Francisco and Los Angeles/Long Beach are experiencing extreme delays, with vessels idling off of the LAX/LGB ports for up to two weeks waiting for berth windows. Once the vessels do arrive, we are seeing at times up to 21 days before containers are discharged and available for collection. Obtaining drayage capacity is very challenging as well, with the delays at the terminal aggravating this problem. This congestion and operational challenges also extend to inland rail moves, CFS' and terminals, with multimodal lead times and deconsolidation services impacted as well.

GENERAL NOTES

- Demand on the Italy – US Trade Lane is extremely high, with rates increasing steadily and vessels filled 4+weeks out. Our recommendation is that suppliers book 4-6 weeks prior to cargo ready date to ensure minimal interruptions in the supply chain. Premium service and associated rate offerings will likely be available in the coming weeks.
- Equipment shortages have continued to plague many countries throughout Europe. This, coupled with increased demand, will lead to a more challenging Transatlantic trade lane in Q2.
- Transatlantic – NORAM LCL cargo is becoming more expensive with carriers pushing for GRIs which will be effective March 1st.
- Competition for space from Asia-US is still the biggest hurdle facing US importers. Please continue to work with suppliers to book far in advance and adjust lead times to account for delays at origin, on the water, and when cargo arrives on US soil. Equipment shortages out of Asia continue to be a challenge in most markets along with frequent blank sailings.
- Transpacific contract rates for the 2021-2022 season effective May 1st will become more apparent in the coming days.
- Updated Transpacific – NORAM FCL rates have been published with carriers securing moderate GRIs. Premium rates vary per steamship line between $1,000 and $3,000 surcharge on top of standard FAK rates.

JAS will continue to work closely within our network and with our carrier partners to ensure we meet our customer's requirements despite the challenging market.
Thank you as always for your support and partnership, and please do not hesitate to contact us at any time.

Please note that we have used our best efforts to provide you with pricing and delivery estimates based on current conditions; however, due to the effects of the COVID-19 Pandemic on the transportation market, we reserve the right to change pricing and delivery commitments as conditions change, regardless of any other provision contained herein or any ancillary documents.

Trish Osborne
Business Development Manager, LCB/CCS

JAS | Raleigh-Durham | Charlotte
1000 Centre Green Way ste 200 | Cary, NC 27513 | USA
| M: 919-937-7045
Trish.Osborne@jas.com
www.jas.com___

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150 N. Lake Winds Pkwy, Oak Harbor, Ohio 43449
Telephone: (419) 898-2821 Fax: (419) 898-4470
(800)-457-6444

3/11/2021

Hello Christian,

We are currently moving forward with project 21000002. All materials are through cutting and forming and we are getting into weld. We had originally planned on shipping this order complete next week however we have had some staffing complications over the last few months with the winter uptick in Covid cases. Between middle of December and the end of January we had a significant increase in individuals who tested positive, were out for testing, or who had been exposed all of which resulted in missed days. Our team has about 50 welders and during that time we had numerous out for 10-14 day quarantines which greatly impacted capacity and schedules. Across the shop we had been tracking about 6 weeks behind. With the recent decrease in cases and improved attendance we are starting to regain some of our “lost” time but are still tracking about 2-4 weeks behind.

We are still pushing and working towards a timely completion on the above order. We are encouraging our team to work overtime, weekends, and actively trying to hire more welders to recover from our lost capacity as a result of COVID. I apologize for the delay and we will do what we can to keep as close to schedule as possible. Thank you again for your partnership.

Best Regards,

Haley Lonero
Northern Manufacturing
419-656-4833
150 N Lake Winds Pkwy
Oak Harbor, OH 43449

March 23, 2020

Att. Chase Hartley
T. A. LOVING COMPANY
400 PATETOWN ROAD
GOLDSBORO / NC / 27530 / USA

Reference: NE BRUNSWICK EXP II NC DIT– Project Number - 5700233906
Subject: Coronavirus outbreak impact

Subject: Coronavirus Outbreak

Chase Hartley,

As a consequence of the Severe Acute Respiratory Syndrome Coronavirus 2 outbreak (SARS-CoV-2), and the disease it causes known as COVID-19, the rapid and sustained spread of the disease in communities around the World and the potential severity of the same, Veolia has suspended all employee travel outside of the Veolia offices until further notice.

Although there have not been any confirmed or suspected cases of the virus among the Veolia employee group, we feel it prudent to take this action in order to support the safety of both your employees and our own as we continue our business operations during this extraordinary outbreak.

As you are aware, governments around the World have taken unprecedented steps in response to the growing public health threat posed by COVID-19 in order to protect their populations and contain the spread of the virus, including declarations of states of emergency, travel restrictions, quarantines, and/or lockdowns. Such governmental actions are outside Veolia's control and in large part, mandatory. As such, they may neither be prevented nor ignored by Veolia.

As the virus continues to spread from its epicenter in China into other corners of the world, including the European Union and the United States where Veolia maintains offices, please note that certain aspects of the Project could be impacted, such as engineering design, procurement, logistics, and/or onsite commissioning activities. The extent by which Veolia may be delayed in the performance of its obligations under the Contract is unclear at this stage as our knowledge of COVID-19 continues to evolve and resulting responses and events are rapidly occurring.

Veolia Water Technologies, Inc.
d/b/a Kruger
4001 Weston Parkway ● Cary, NC 27513 USA
Tel: 919-677-8310 ● Fax: 919-677-0082
www.veoliawatertech.com

The COVID-19 outbreak and ensuing precautions and governmental actions constitute a force majeure/excusable event under the Contract and Veolia is hereby notifying T. A. LOVING COMPANY accordingly. As discussed above, the potential impact is unknown at this time, however, please be assured that Veolia will make every effort to work with your company to investigate and discuss possible actions to mitigate the effects of these events on your Project.

With offices and operations around the world, Veolia is monitoring the situation on a continuous basis and will keep you duly informed as the situation develops. We appreciate your understanding and cooperation through this difficult time.

Yours faithfully,

Christian Elmore
Project Manager, Kruger
VEOLIA WATER TECHNOLOGIES

VEOLIA

Elmore, Christian <christian.elmore@veolia.com>

RE: QUESTION REGARDING PO#: 20000878 HD 05700

1 message

Haley Lonero <hsmith@northernmfg.com> Wed, Dec 2, 2020 at 10:09 AM
To: "Elmore, Christian" <christian.elmore@veolia.com>

Hi Christian,

Unfortunately, we are behind across the shop by 2-3 weeks of COVID impacts (mainly quarantine related absences not related to Northern). I won't be able to expedite anything but will still push this to ship sooner than mid Dec. In the meantime, can you check when we will receive pn 2346169-1 we show this as "item 1 assy, flange & pipe" and being customer supplied.

Thank you,

Haley Lonero

From: Elmore, Christian <christian.elmore@veolia.com>
Sent: Monday, November 30, 2020 10:55 AM
To: Haley Lonero <hsmith@northernmfg.com>
ubject: Re: QUESTION REGARDING PO#: 20000878 HD 05700

EXTERNAL]

November 24, 2020

Dennis Nelson
Fluidyne Corporation
5436 Nordic Drive, Suite D
Cedar Falls, IA 50613

Subject: Fluidyne PO 7216
Sales Order Number 52342102
NE Brunswick Regional

Dear Dennis,

The current ship date for the above order is scheduled for May 5, 2021. The lead times for all of our pumps were just recently re-published and extended due to foundry shut downs that occurred in March / April 2020 as a direct result of the Covid-19 pandemic. The foundry shut downs were followed by partial foundry re-openings resulting in significant backlogs for casted parts which are essential for building pumps. The Fairbanks factory work force has also been reduced due to Covid-19 positivity rates and the need to self-quarantine. We will do our best to improve the delivery but we cannot make any promises at this time.

Regards,

Sincerely,

Shawn Stevenson

Shawn Stevenson, PE
Engineered Sales Manager
North Central USA
Pentair
3601 Fairbanks Avenue
Kansas City, KS 66106
Mobile: 515-528-1726

Pro-Fab & Welding

Mailing Address: P.O. Box 695
Shipping Address: 492 South 250 West
Pleasant Grove, Utah 84062
Tel: (801) 785-0637 Fax: (801) 785-8105
Email: harold@pfabweld.com
Email: susan@pfabweld.com
Email: paul@pfabweld.com

Joe,

During the weeks of Nov 9th and 15th we had 1/3 of our work force in quarantine due to Covid 19. That has impacted our ability to meet your schedule for the Brunswick project. Please let us know if you can adjust the schedule.

Thank you,

Steve Niederhauser
General Manager
Pro Fab & Welding
Office: 801-785-0637
Cell: 801-300-5218

Change Order No. 2 Summation

Item#	Description	Add/Deduct	Amount	Addl. Time Requested	Status: Recommended Cost	Status: Recommended Addl Time
26	PCO 22: Building Interior Trim/Closure Addition	ADD	$3,059.70	1	Recommended	Denied
27	PCO 23: Tertiary Filter Influent Valve Relocation	ADD	$13,435.13	1	Recommended	Denied
28	PCO 30 Oxidation Trough Fill	ADD	$22,186.64	6	Recommended	Recommended
29	PCO 31 Outfall Addl Pavement, DIP Fittings, and Valve	ADD	$38,670.19	0	Recommended	
30	PCO 32 Alternate Clarifier Lighting Support	ADD	$3,351.62	0	Recommended	
31	PCO 33 Additional Fire Hydrant	ADD	$8,725.14	1	Recommended	Denied
32	PCO 34 Credit for Deletion of the Thickening Facility Ladder	DEDUCT	-$1,409.00	0	Recommended	
33	PCO 35 Effluent Pump Station Control Panel Change and Blower Communication Panel Change	ADD	$10,394.96	1	Recommended	Denied
34	PCO 36 Not Used					
35	PCO 37 Additional Conductors and Conduit for Connection of Trash Pump Oil Switch to Control Panel	ADD	$832.70	1	Recommended	Denied
36	PCO 38 Additional Conductors and Conduit for Connection of ATAD Motor Mixer Thermistors and Heaters to Control Panel	ADD	$11,411.55	1	Recommended	Denied
37	PCO 39 Additional Conductors and Conduit for Connection of WAS and RAS Pumps Thermistors and Heaters to Control Panel	ADD	$5,604.08	1	Recommended	Denied
38	PCO 40 Additional Conductors and Conduit for Connection of Oxidation Ditch Recirculation Pumps (Bio Pumps) Thermistors and Heaters to Control Panel	ADD	$6,232.72	0	Recommended	
39	PCO 41 Additional Conductors and Conduit for Connection of ATAD Rotary Lobe Pump Motors Thermistors and Heaters to Control Panel	ADD	$2,640.13	0	Recommended	
40	PCO 42 Reroute of Existing In Plant Pump Station Discharge Force Main to New Headworks	ADD	$41,787.41	5	Recommended	Recommended
41	PCO 43 Additional Conductors and Conduit for Connection of Wess Guard Hydro Tank Controllers to LCP 71500	ADD	$3,482.72	0	Recommended	
42	PCO 44 Additional Conductors and Conduit for Connection of Condensate Heaters and Thermistors in Pumps 84011, 84012, 96011, and 96012	ADD	$5,281.28	0	Recommended	
43	PCO 45 Additional Conductors and Conduit for Connection of Condensate Heaters and Thermistors in Pumps 28011, 28012 and Blowers 26011 26012	ADD	$970.77	0	Recommended	
44	RCP 29/PCO 46 Addition of Disconnects at Tertiary Disk Filters	ADD	$11,328.02	1	Recommended	Denied
45	PCO 47 Not Used					
46	PCO 48 Coordination Study	ADD	$10,356.39	0	Recommended	
47	PCO 49 Additional Wiring Required for MOV 45411 Proportional Control	ADD	$8,490.51	0	Recommended	
48	PCO 50 Addition of Polymer Chemical Pump Speed Command to PLC 2	ADD	$3,162.16	0	Recommended	
49	PCO 51 Grit Removal System Signal Deletion	DEDUCT	-$6,245.09		Recommended	
50	PCO 52 Rotary Drum Thickener Electrical Requirements	ADD	$54,403.01	0	Recommended	
51	PCO 53 Flow Instrument Transmitter Relocation	ADD	$4,982.62	5	Recommended	Denied
52	PCO 54 Miscellaneous Items	ADD	$555.88	0	Recommended	
		ADD	**$263,691.24**			

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 022 Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	3/31/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____Other_Change Request _____

PCO TITLE and Description: RCP 28 Price to provide and install building interior trim at perimeter of wall and ceiling intersection to close off opening.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Jessie and Myers	Providing and installing ceiling trim	3/30/2021	$2,914.00

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$2,914.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$145.70
10. TOTAL SUBCONTRACTOR WORK		**$3,059.70**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$3,059.70**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$3,059.70**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 022

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 022 REV00

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY.	UNIT	MATERIAL UNIT COST	MATERIAL TOTAL COST	LABOR LABOR RATE	LABOR TOTAL COST	EQUIPMENT UNIT COST	EQUIPMENT TOTAL COST	OTHER UNIT	OTHER TOTAL COST
			yds		$0.00						0.00
			LS		$0.00						
			LS		$0.00						
			HR		$0.00	$89.00	0.00				
			HR		$0.00	$40.00	0.00				
					$0.00		0.00				
					$0.00				0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 022 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 1 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 022 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

From: Chris Reeves
Sent: Wednesday, March 31, 2021 8:02 AM
To: David Pittman
Cc: Chase Hartley
Subject: FW: Trim

David,

Please see the quote below from Bo to add 1x4 trim around ceilings. This was requested by James Beachum.

Thanks,

Chris Reeves
Superintendent
Utility Division
T. A. LOVING COMPANY
400 PATETOWN ROAD | GOLDSBORO, NORTH CAROLINA 27530
919.920.3585 (C) | 919.734.8400 (T) | 919.736.2148 (F)
NC GC License No. 325

From: Bo Tate <botate54@gmail.com>
Sent: Tuesday, March 30, 2021 5:50 PM
To: Chris Reeves <creeves@taloving.com>
Subject: Trim

To trim the ceilings on all 4 building $2914.00

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 023
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	4/9/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____ Other_Change Request _____

PCO TITLE and Description: This Change Order is for relocating (3) 24" Plug valves in the influent lines of the Tertiary Filters to outside of the structure. The way that the Filters were designed would not allow for plug valves to be installed inside the structure.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$11,682.72
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$11,682.72**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$1,752.41
7. TOTAL DIRECT WORK		**$13,435.13**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$0.00
10. TOTAL SUBCONTRACTOR WORK		**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$13,435.13**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$13,435.13**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 023

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$10,944.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$10,944.00
E. Sales Tax	Exempt	6.75%	of D	$738.72
F. TOTAL MATERIAL				**$11,682.72**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 023 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	24" FLG Coupling Adapters	6	ea	$1,824.00	$10,944.00						0.00
			LS		$0.00						
			LS		$0.00						
			HR		$0.00	$89.00	0.00				
			HR		$0.00	$40.00	0.00				
					$0.00		0.00				
					$0.00				0.00		
					10,944.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
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Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 023 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 1 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 023 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

From: Brent Brewer - 1689 NORTH_CAROLINA_WW <brent.brewer@ferguson.com>
Sent: Friday, April 9, 2021 11:27 AM
To: Chase Hartley
Subject: Email Bid# B681327

NE BRUNSWICK WWTP
24 FCA'S

Price Quotation # B681327

FERGUSON WATERWORKS #1104

3881 US HIGHWAY 421 NORTH
SUITE D
WILMINGTON, NC 28401-0925
Phone : 910-815-6600
Fax : 910-762-2469

Bid No.....: B681327
Bid Date...: 04/09/21
Quoted By: BB
Customer.: T A LOVING
NE BRUNSWICK REG WWTP EXP
PO BOX 919
GOLDSBORO, NC 27533-0919

Cust Phone: 919-734-8400
Terms.....: NET 10TH PROX
Ship To.....: T A LOVING
NE BRUNSWICK REG WWTP EXP
PO BOX 919
GOLDSBORO, NC 27533-0919

Cust PO#..: 24 FCAS
Job Name.: NE BRUNSWICK REG WWTP EXP

Item	Description	Quantity	Net Price	UM	Total
RRFCA258000	24 FLG COUP ADPT 25.80	6	1824.000	EA	10944.00

Subtotal:	$10944.00
Inbound Freight:	$0.00
Tax:	$738.72
Order Total:	$11682.72

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This

Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Enter the following link to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1689&on=90610

REQUEST FOR CHANGE PROPOSAL (RCP)

To:	TA Loving Inc.	RCP No.:	**RCP-30**
	400 Patetown Rd	Date:	May 21, 2021
	Goldsboro, NC 27530	Project:	Northeast WWTP Plant Expansion
Att.	Mr. David Pittman	Owner:	Brunswick County Public Utilities

Description of Change: Modification to Oxidation Ditch Influent Troughs

Please provide and install compacted select fill in the oxidation ditch influent troughs along with a concrete slab as shown on the attached drawing.

The need for a raised trough was not included in the bid documents as Engineer was unaware of the Kruger's requirement.

Attachments: Drawing S20.0-SC104-000690047 R4

Pricing:

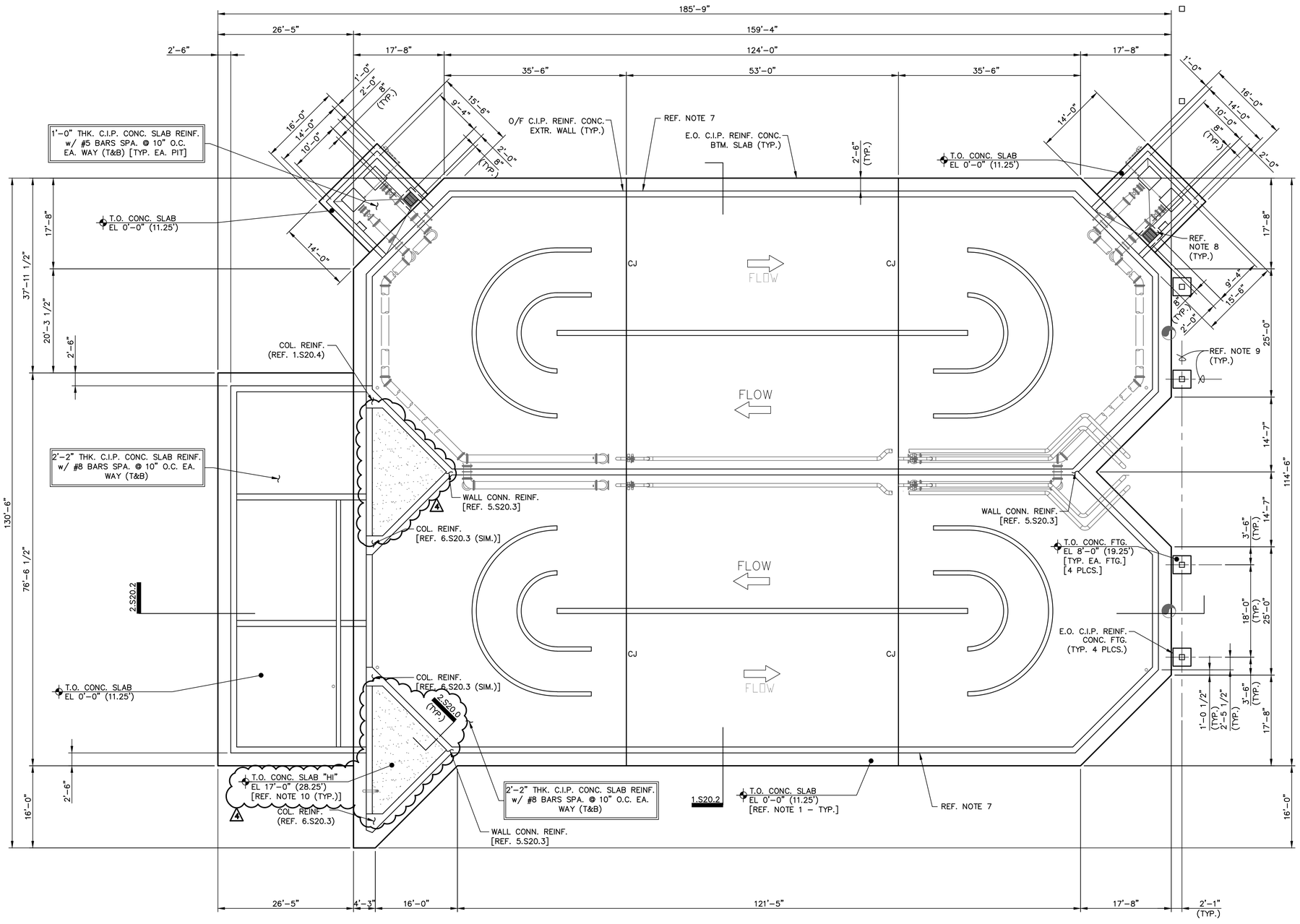
Provide a detailed cost breakdown for the requested change in accordance with Contract Requirements. Utilize to the greatest extent unit prices where applicable.

The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a Change Order, if it is decided to proceed with this change.

Owner/Representative

Cc: Bob Tweedy PE, BCPU via/email
Paul Biagiotti, BCPU via/email
James Beachum, BCPU via/email
Tony Boahn PE, MCE via/email
File: M&C 00069-0047-63A

McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282



1 - PLAN - BIODENIPHO DITCHES - BOTTOM LAYOUT

SCALE: 3/32" = 1'-0"

NORTH

DESIGN LOADS:

LIVE LOAD: BLOWER = 3.1k
JET AERATION PUMP = 1.4k (EA.)
INFFLUENT WEIR = 1.25k (EA.)
EFFLUENT WEIT = 1.25k (EA.)
300 PSF (TOP SLABS), 100 PSF STAIRS & GRATING

ROOF: N/A

SNOW: REF. DWG. S00.1

WIND: CALCULATED WIND BASE SHEARS: Vx = 61.6 k & Vy = 96.4 k
COMPONENTS & CLADDING WIND PRESSURES: N/A

SEISMIC:
FACILITY SEISMIC DESIGN PARAMETERS:
RESPONSE MODIFICATION COEFFICIENT R = 2.0
SHORT & 1 SECOND PERIOD SPECTRAL RESPONSE ACCELERATIONS, SEISMIC OCCUPANCY CATEGORY, SITE CLASS, SEISMIC DESIGN CATEGORY & IMPORTANCE FACTOR..... REF. DWG. S00.1

BASIC STRUCTURAL SYSTEM: NON-BUILDING TYPE STRUCTURE

REINF. CONC. FLAT BTM. GROUND SUPPT. TANK w/ REINF. NON-SLIDING BASE

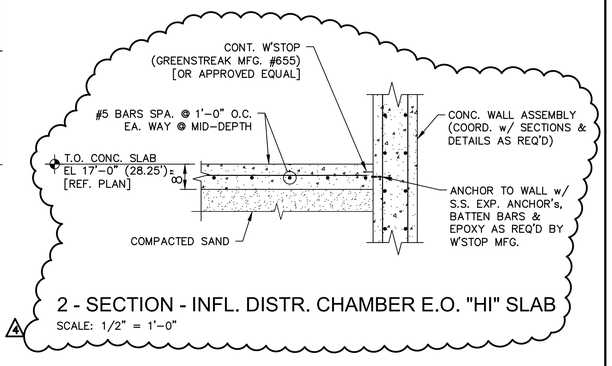
ANALYSIS PROCEDURE = EQUIVALENT LATERAL FORCE

SEISMIC BASE SHEAR = Vx = Vy = 1,223 k

SOIL BEARING CAPACITY = 2,500 PSF PSF REF. DWG. S00.1

BOTTOM PLAN NOTES:

1. REFERENCE ELEVATION FOR THE BIODENIPHO DITCHES FACILITY IS THE BOTTOM SLAB T.O. CONC. EL 0'-0" = EL 11'-3" (11.25') N.A.V.D.-88. REFERENCE CIVIL DWG.'s FOR ADDITIONAL INFORMATION.
2. GRADE ELEVATION AROUND THIS STRUCTURE VARIES BETWEEN 18.50'(±) & 20.50'(±). REFERENCE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
3. PREPARE SUBGRADE FOR THIS FACILITY PER THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL REPORT.
4. EQUIPMENT LAYOUTS ARE SHOWN FOR GENERAL INFO ONLY. REFERENCE CIVIL, ELECTRICAL, MECHANICAL & EQUIPMENT VENDOR DRAWINGS FOR LOCATIONS & INFO REGARDING ALL EQUIPMENT INFORMATION & REQUIREMENTS.
5. EQUIPMENT & PROCESS PIPE LAYOUTS ARE SHOWN FOR GENERAL INFO ONLY. REFERENCE CIVIL, ELECTRICAL, MECHANICAL & EQUIPMENT VENDOR DRAWINGS FOR LOCATIONS & INFO REGARDING SLAB & WALL PENETRATIONS, OPENINGS, PIPING & MISCELLANEOUS EQUIPMENT EITHER SHOWN OR NOT SHOWN.
6. REFERENCE DWG.'s S00.0 & S00.1 FOR ADDITIONAL GENERAL NOTES, MATERIAL SPECIFICATIONS & REQUIREMENTS, DESIGN LOADS, INFO, DESIGN CRITERIA AND LEGEND.
7. FOR THIS FACILITY ONLY WALLS FORMING THE (8) SIDES OF THE OCTAGON OF THE BIODENIPHO DITCHES REQUIRE CONTRUCTION UTILIZING 5,000 PSI (MIN.) 28-DAY COMPRESSIVE STRENGTH CONCRETE. ALL OTHER WALLS & SLABS TO BE CONSTRUCTED w/ 4,500 PSI CONC.
8. REFERENCE SECTION 3.S20.1 FOR SECTION THRU SUMP REQUIREMENTS & CONSTRUCTION INFORMATION.
9. CENTERLINES OF EFFLUENT BOX SUPPORT COL.'s & SPREAD FTG.'s.
10. FILL INFLUENT DISTRIBUTION CHAMBERS FOR EACH OXIDATION DITCH w/ COMPACTED SAND FROM EL 0'-0" (11.25') TO EL 16'-4" (27.58') & TOP w/ C.I.P. REINF. CONCRETE SLAB.



2 - SECTION - INFL. DISTR. CHAMBER E.O. "HI" SLAB

SCALE: 1/2" = 1'-0"

REV.NO.	DESCRIPTION	DATE
	REVISED DURING CONSTRUCTION (FOR REVIEW ONLY)	?? MAY 2021
3	REVISED FOR RCP 5 - ISSUED FOR CONSTRUCTION	27 MAR 2020
2	REVISED FOR SUBMITTAL 033000-002 - ISSUED FOR CONSTRUCTION	10 JAN 2020
1	REVISED FOR SUBMITTAL 033000-002 - ISSUED FOR CONSTRUCTION	03 JAN 2020
0	CONFORMED DRAWINGS - ISSUED FOR CONSTRUCTION	07 OCT 2019
F	ADDENDUM NO.4 - NOT FOR CONSTRUCTION	28 AUG 2019
E	ISSUED FOR BID - NOT FOR CONSTRUCTION	19 JUL 2019
D	FINAL DESIGN - NOT FOR CONSTRUCTION	14 JUN 2019
C	90% DESIGN SUBMITTAL - NOT FOR CONSTRUCTION	05 JUN 2019
B	60% DESIGN SUBMITTAL - NOT FOR CONSTRUCTION	08 FEB 2019
A	PRELIMINARY DESIGN - NOT FOR CONSTRUCTION	10 OCT 2018

REVISIONS

McKIM&CREED
Venture IV Building, Suite 500
1730 Varsity Drive
Raleigh, North Carolina 27606
Phone: (919) 233-8091, Fax: (919) 233-8031
NC License# F-1222
www.mckimcreed.com

BRUNSWICK COUNTY
NORTH CAROLINA

NORTHEAST BRUNSWICK REGIONAL WATER RECLAMATION FACILITY 2.5 MGD FACILITY EXPANSION

STRUCTURAL

BIODENIPHO DITCHES BOTTOM PLAN

PROJ. START DATE:	AUG 2018
MCE PROJ. #	00069-0047
DRAWN	DAR / WFB
DESIGNED	DAR / WFB
CHECKED	WFB
PROJ. MGR.	AWB

SCALE
HORIZONTAL: AS NOTED
VERTICAL: N/A

M&C FILE NUMBER: SC104
DRAWING NUMBER: S20.0

STATUS: FOR REVIEW NOT FOR CONSTRUCTION
Revision 4

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 030
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	5/24/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 030 Other_Change Request _____

PCO TITLE and Description: This Change Order is for providing compacted select fill, and a concrete slab in the influent troughs of the Oxidation Ditches. This impacted schedule by 6 days.

1. LABOR (See attached itemized breakdown)	$10,458.36
2. MATERIALS (See attached itemized breakdown)	$4,450.83
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$4,383.54
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$19,292.73**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$2,893.91
7. TOTAL DIRECT WORK	**$22,186.64**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$0.00
10. TOTAL SUBCONTRACTOR WORK	**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$22,186.64**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$22,186.64**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 030

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$4,169.40
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$4,169.40
E. Sales Tax	Exempt	6.75%	of D	$281.43
F. TOTAL MATERIAL				**$4,450.83**
LABOR COST				
G. Labor (From takeoff worksheet)				$10,032.00
H. Small Tools		1.50%	of Labor	$150.48
I. Clean-up		1.00%	of Labor	$100.32
J. Safety		1.00%	of Labor	$100.32
K. Safety Training		0.75%	of Labor	$75.24
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$10,458.36**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$4,116.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$102.90
T. Equipment Repairs		2.00%	of Equipment	$82.32
U. Equipment Yard Work		2.00%	of Equipment	$82.32
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$4,383.54**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
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919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 030 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
					$0.00						0.00
	Concrete	12.7	cy	$127.00	$1,612.90						
	Greenstreak 655 with hardware (10' sections)	16	ea	$132.50	$2,120.00						
	Greenstreak 7300 Epoxy (2 Gallon Units)	3	EA	$145.50	$436.50		0.00				
	Crane (60 T)	2	DY		$0.00		0.00	$2,058.00	4,116.00		
	Foreman	48	HR		$0.00	$89.00	4,272.00				
	Labor- Skilled	144	HR		$0.00	$40.00	5,760.00		0.00		
					4,169.40		**10,032.00**		**4,116.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 030 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 6 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 030 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

REQUEST FOR CHANGE PROPOSAL (RCP)

To:	TA Loving Inc.	RCP No.:	**RCP-31**
	400 Patetown Rd	Date:	October 12, 2021
	Goldsboro, NC 27530	Project:	Northeast WWTP Plant Expansion
Att.	Mr. David Pittman	Owner:	Brunswick County Public Utilities

Description of Change: Additional PV and DIP Bend

At Owner's request, provide an additional 30 inch PV installed to facilitate future construction. With the addition of the valve, the existing plant will not need to be shutdown to tie in a new influent line or to isolate the new headworks structure from a future headworks structure.

During the installation of the new discharge force main, an additional ductile iron pipe bend was installed to accommodate a change in direction necessary to avoid the existing force main which was not in the location detailed on the contract drawings.

Attachments: none

Pricing:

Provide a detailed cost breakdown for the requested change in accordance with Contract Requirements.

The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a Change Order, if it is decided to proceed with this change.

_____
Owner/Representative

Cc: Bob Tweedy PE, BCPU via/email
Paul Biagiotti, BCPU via/email
James Beachum, BCPU via/email
Tony Boahn PE, MCE via/email
File: M&C 00069-0047-63A

McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031 Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	6/11/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 031 Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding a 24" MJ 11-1/4 degree bend to the 24" outfall line and having to cut additonal asphalt out due to the existing pipe not being located in the ground as the drawings showed. Also in this change order is a 30" MJ plug valve that was not included in the original bid because it was listed as future.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$33,626.25
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$33,626.25**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$5,043.94
7. TOTAL DIRECT WORK	**$38,670.19**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$0.00
10. TOTAL SUBCONTRACTOR WORK	**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$38,670.19**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$38,670.19**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$31,500.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$31,500.00
E. Sales Tax	Exempt	6.75%	of D	$2,126.25
F. TOTAL MATERIAL				**$33,626.25**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
	30" MJ Plug Valve	1	EA	$31,500.00	$31,500.00		0.00		0.00		
			SY				0.00				
			SY				0.00		0.00		
					31,500.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031
Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 4 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 031 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 032 Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	6/16/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 032 Other_Change Request _____

PCO TITLE and Description: This Change Order is for changing the clarifier lighting mounts.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Alternate Mounting Proposal	6/16/2021	$3,192.02

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$3,192.02**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$159.60
10. TOTAL SUBCONTRACTOR WORK		**$3,351.62**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$3,351.62**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$3,351.62**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 032

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 032
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 032 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 0 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 032 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

6/10/2021
GC: TA Loving
David Pittman

From: Leland Burnham — **CO-27- LB RE: RCP-#xx**

Job Name: Northeast WWTP

Pursuant to RCP-#xx Owner accepted alternate mounting proposal from McKimm & Creed via email 6/9/21
Adapt existing F2 Light fixtures to alternate mounting stanchion on clarifier walkways. Flexible fixture connection.
Use 2" RAL, add a 2'-3' nipple to extend fixture 12' above catwalk, F/V. Aim fixture @ 30 degrees.
Stacey Magnus identified corners of walkway and platform as mounting location for stanchion.
Request additional time based on man-hours submitted per this change order request number

Description of Material	Qty	Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
Articulating fixture knuckles / black	3	385.00	1155.00	0.000	0.00	0.00	0.00
2" RAL Conduit - Material only	40	4.75	190.00	0.000	0.00	0.00	0.00
3 cut and thread extension nipples	3	0.00	0.00	0.000	0.00	0.00	0.00
2" RAL Couplings	3	7.95	23.85	0.375	1.13	63.75	71.72
2" to 1/2" RE Bushing	3	14.00	42.00	0.375	1.13	63.75	71.72
4" SS J box NEMA 4X & mount	2	89.00	178.00	1.450	2.90	63.75	184.88
12/2 SO- fixture flexible connection	35	1.19	41.65	0.075	2.63	63.75	167.34
SO cord connectors / strain relief	6	17.99	107.94	0.750	4.50	63.75	286.88
N/C 3 Extra 2" RAL couplings.	0	0.00	0.00	0.000	0.00	0.00	0.00
N/C Additional wire joints.	0	0.00	0.00	0.000	0.00	0.00	0.00
N/C Mount 2" RAL to railing.	0	0.00	0.00	0.000	0.00	0.00	0.00
N/C Mount knuckle & light fixtures.	0	0.00	0.00	0.000	0.00	0.00	0.00
N/C Branch circuit wiring to J box.	0	0.00	0.00	0.000	0.00	0.00	0.00
N/C SS Kindorf.	0	0.00	0.00	0.000	0.00	0.00	0.00
N/C SS Hardware.	0	0.00	0.00	0.000	0.00	0.00	0.00
Total Material			1738.44		12.28		782.53
Tax On Material			156.46				
Total Material & Tax			1894.90				
Total Labor			782.53				
Total Material & Labor			2677.43				
Quote Freight / Mayer / Knuckles			50.00				
quote			0.00				
quote			0.00				
quote			0.00				
Tax on quoted items			4.00				
Total quotes & Tax			4.86				
Sub-contractor			58.86				
Overhead			136.81				
Profit			287.31				
Bond cost			31.60				
Total Change Order Cost			**3,192.02**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033 Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	6/21/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 032 Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding a fire hydrant assembly on the side of the road per the Fire Marshall's request.

1. LABOR (See attached itemized breakdown)	$1,743.06
2. MATERIALS (See attached itemized breakdown)	$4,952.61
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$891.41
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$7,587.08**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$1,138.06
7. TOTAL DIRECT WORK	**$8,725.14**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$0.00
10. TOTAL SUBCONTRACTOR WORK	**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$8,725.14**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$8,725.14**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$4,639.45
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$4,639.45
E. Sales Tax	Exempt	6.75%	of D	$313.16
F. TOTAL MATERIAL				**$4,952.61**
LABOR COST				
G. Labor (From takeoff worksheet)				$1,672.00
H. Small Tools		1.50%	of Labor	$25.08
I. Clean-up		1.00%	of Labor	$16.72
J. Safety		1.00%	of Labor	$16.72
K. Safety Training		0.75%	of Labor	$12.54
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$1,743.06**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$837.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$20.93
T. Equipment Repairs		2.00%	of Equipment	$16.74
U. Equipment Yard Work		2.00%	of Equipment	$16.74
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$891.41**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	Fire Hydrant Assembly	1	EA	$4,639.45	$4,639.45		0.00		0.00		0.00
	Foreman	8	HR		$0.00	$89.00	712.00		0.00		
	Labor-Skilled (3 Laborers)	24	HR		$0.00	$40.00	960.00		0.00		
	Rubber Tired Backhoe	1	DY		$0.00		0.00	$837.00	837.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					4,639.45		**1,672.00**		**837.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 1 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

From: Brent Brewer - 1689 NORTH_CAROLINA_WW <brent.brewer@ferguson.com>
Sent: Monday, June 21, 2021 12:16 PM
To: Chase Hartley
Subject: Email Bid# B687706

NE BRUNSWICK WWTP
8X6 HYDRANT ASSEMBLY

Price Quotation # B687706

FERGUSON WATERWORKS #1689

1044 TAYLOR'S CREEK DRIVE
GREENVILLE, NC 27834-1044

Phone : 252-321-1132
Fax : 252-321-1945

Bid No.....: B687706
Bid Date...: 06/18/21
Quoted By: CZL
Customer.: T A LOVING
NE BRUNSWICK REG WWTP EXP
PO BOX 919
GOLDSBORO, NC 27533-0919

Cust Phone: 919-734-8400
Terms.....: NET 10TH PROX
Ship To.....: T A LOVING
NE BRUNSWICK REG WWTP EXP
PO BOX 919
GOLDSBORO, NC 27533-0919

Cust PO#..: HYDRANT ASSEMBLY **Job Name.:** NE BRUNSWICK REG WWTP EXP

Item	Description	Quantity	Net Price	UM	Total
	**********				
	8X6 HYDRANT ASSMEBLY				
	**********				
MJSTLAXU	8X6 MJ C153 SWVL TEE L/A	1	335.250	EA	335.25
D562AW	2PC SLIP CI VLV BX 27-37 WTR	1	170.000	EA	170.00
GWUVB1000	24 RND VLV BX COLL	1	14.000	EA	14.00
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	1	695.020	EA	695.02
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	1	23.640	EA	23.64
RGRAPDIX	8 GRIP RNG ACCY PK F/ DI/C900	2	109.240	EA	218.48
RGRAPDIU	6 GRIP RNG ACCY PK F/ DI/C900	2	62.470	EA	124.94
AFT350PU	6 CL350 CL DI FASTITE PIPE	20	20.000	FT	400.00
AFCMK73LAOLP	4-1/2 VO MK73 HYD 4'0 OL L/A	1	2364.750	EA	2364.75

Subtotal:	$4346.08
Inbound Freight:	$0.00
Tax:	$293.37
Order Total:	$4639.45

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Enter the following link to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1689&on=90610

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 034 Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	7/27/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____Other_Change Request _____

PCO TITLE and Description: This Change Order is for the deletion of the Pre-ATAD Thickening Facility ladder to wet well.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		($1,409.00)
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**($1,409.00)**
6. OVERHEAD & PROFIT ON DIRECT WORK	0%	$0.00
7. TOTAL DIRECT WORK		**($1,409.00)**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	0%	$0.00
10. TOTAL SUBCONTRACTOR WORK		**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**($1,409.00)**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**($1,409.00)**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 019

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				($1,409.00)
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				($1,409.00)
E. Sales Tax	Exempt		of D	$0.00
F. TOTAL MATERIAL				**($1,409.00)**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 019 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	Pre-ATAD Thickening Facility Ladder	1	EA	-$1,409.00	($1,409.00)						0.00
			EA		$0.00						
			EA		$0.00						
			EA		$0.00		0.00				
			FT		$0.00		0.00				
			EA		$0.00		0.00				
			EA		$0.00				0.00		
					(1,409.00)		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 034 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 0 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 034 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

From: Bill Owens <bowens@tfco.com>
Sent: Thursday, July 22, 2021 10:52 AM
To: Carlos Miller
Cc: Chase Hartley
Subject: Re: 19255 credit for omitting ladder at Thickening Facility?

Importance: High

The alum. ladder at the Pre-ATAD Thickening Facility is our Item 39. If we are to omit this ladder:
Will write Credit Change Order in the amount of -$1,409.00
Will go out in today's mail.

Wanted to make sure this is the ladder you are wanting to omit. The drawing that was sent was for alum. ladders at BIODENPHO Basins (our Item 12). PLEASE CONFIRM.

Thanks

Bill E. Owens
Thompson Fabricating LLC
bowens@tfco.com
205-503-5832 (Direct line)
205-841-0822 (Fax)

From: Carlos Miller <cmiller@tfco.com>
Sent: Thursday, July 22, 2021 9:24 AM
To: Bill Owens <bowens@tfco.com>
Subject: Fw: 19255 drawings attached for job use

Bill,

This is bid item 12. I've got everything pulled from shop.

Thank you,

Carlos Miller
Thompson Fabricating, LLC
Engineering Mgr

205-841-0441 Work
cmiller@tfco.com
Tarrant, Alabama 35217
www.tfco.com

From: Chase Hartley <chartley@taloving.com>
Sent: Thursday, July 22, 2021 8:44 AM
To: Carlos Miller <cmiller@tfco.com>
Subject: RE: 19255 drawings attached for job use

Carlos,

How much was the ladder yall quoted for the thickening facility? Since you will not be providing ladder, I will need to send a credit change order for the ladder.

Thanks,
Chase Hartley
Project Engineer
Utility Division
C:919-440-6890

T. A. LOVING COMPANY
400 PATETOWN ROAD | GOLDSBORO, NORTH CAROLINA 27530
919.734.8400 (T) | 919.736.2148 (F)

From: Carlos Miller <cmiller@tfco.com>
Sent: Thursday, July 22, 2021 9:14 AM
To: Chase Hartley <chartley@taloving.com>
Subject: Re: 19255 drawings attached for job use

Chase,

No sir we don't do frp sorry.

Carlos Miller
Thompson Fabricating, LLC
Engineering Mgr

205-841-0441 Work
cmiller@tfco.com
Tarrant, Alabama 35217
www.tfco.com

From: Chase Hartley <chartley@taloving.com>
Sent: Friday, July 16, 2021 9:36 AM
To: Carlos Miller <cmiller@tfco.com>
Subject: FW: 19255 drawings attached for job use

Carlos,

Looking back at submittal comments the engineer wants the thickening facility ladder to be a frp ladder. Is this something that you can provide?

Thanks,

Chase Hartley
Project Engineer
Utility Division
C:919-440-6890

T. A. LOVING COMPANY
400 PATETOWN ROAD | GOLDSBORO, NORTH CAROLINA 27530
919.734.8400 (T) | 919.736.2148 (F)

From: Kim Aragon <karagon@tfco.com>
Sent: Thursday, July 15, 2021 5:15 PM
To: Chase Hartley <chartley@taloving.com>
Subject: 19255 drawings attached for job use

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 035
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	7/14/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 034 Other_Change Request _____

PCO TITLE and Description: This Change Order is for modifying the blower communication panel to install a plc rack, power supply, processor, and 5 I/O cards which was discussed in the last I/O- Process meeting on 5/17 and adding a pressure transmitter for the blower aeration header. It is also for modifications to the effluent pump station panel which includes adding a 24 VDC power supply, breakers, fuses, and wiring to power the Wess Guard System.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Blower Communication Panel and Effluent PS Modifications	7/21/2021	$4,259.96
Piedmont Automation	Effluent PS and Blower Communication Panel Modifications, Blower Pressure Transmitter	7/7/2021	$5,640.00

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$9,899.96**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$495.00
10. TOTAL SUBCONTRACTOR WORK		**$10,394.96**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$10,394.96**
12. BOND & INSURANCE:	0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$10,394.96**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
		1	EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 035 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 1 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 035 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

Change Order No.3

June 29, 2021

Mr Stacey Magnus
McKim & Creed, Inc.
243 N Front Street
Wilmington, NC 28401

Re: Brunswick County, North Carolina
Northeast Brunswick Regional WRF 2.5 MGD Facility Expansion
Change Order No.3

Mr. Magnus:

During our Recent Project Meeting, the owner expressed a strong desire to make changes to two panels:

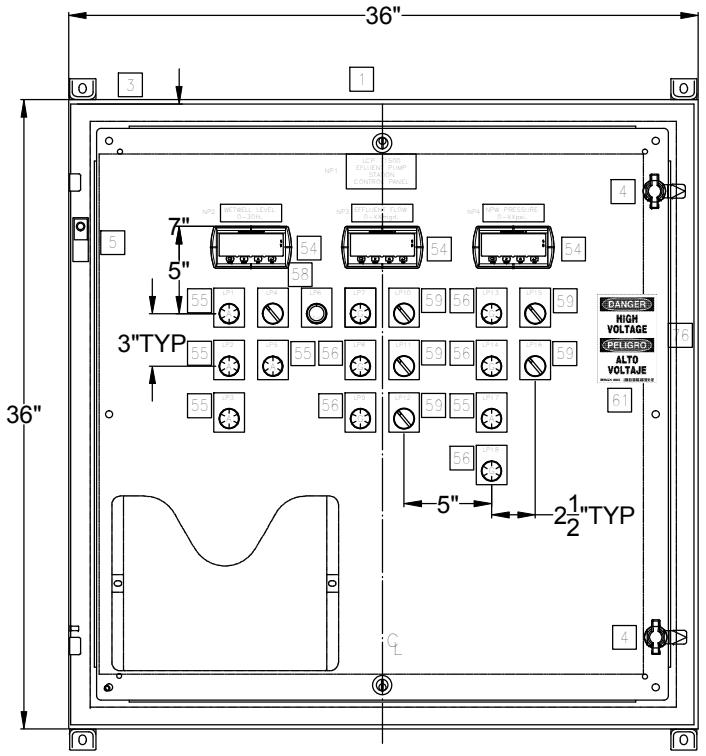
- Effluent Pump Station Panel - Add 24 VDC power supply, breakers, fuses and wiring to power the Wess Guard System as shown on drawings 19065D400 and 451 which are attached
- Modify the Blower Communication Panel to install A plc rack, power supply, processor, and 5 I/O cards (all of which are all owner supplied) add terminals, breakers, fuses and relays to connect the I/O as shown on drawings 19065D600 - 19065D663 which are attached
- All Travel, lodging install and CAD labor are included.

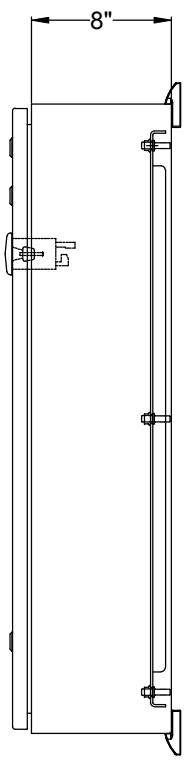
Total cost for the changes above will be $4,300

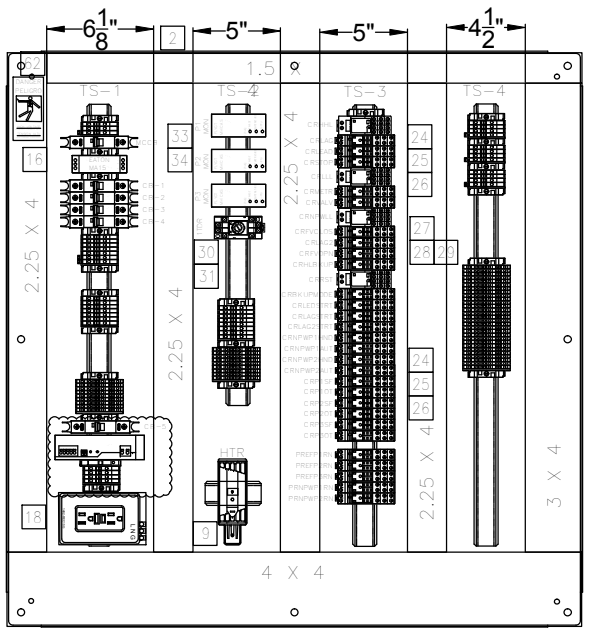
We appreciate the opportunity to provide the services you require to insure a successful project. If you have any questions or concerns regarding the content of this document, please feel free to contact me at (336) 408-7182 or Bill Parrish at (919) 777-3411.

Best Regards,

Terry Hutchins
Project Manager







NOTES:

1. PANEL SHALL BEAR THE cULus MARK INDICATING IT HAS BEEN EVALUATED TO THE UL508A STANDARD FOR US AND CSA C22.2 No 14 FOR CANADA

REV	DATE	DESCRIPTION	APPR
A	7/28/20	FOR APPROVAL	TRH
1	12/08/20	AS BUILT'S	TRH
C	5/17/21	CUSTOMER REQUEST	TRH

THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF PIEDMONT AUTOMATION AND IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT IS SPECIFICALLY FURNISHED WITHOUT THE WRITTEN CONSENT OF PIEDMONT AUTOMATION.

NE BRUNSWICK REGIONAL WRF

BRUNSWICK CO., NORTH CAROLINA

2.5MGD FACILITY EXPANSION PROJECT

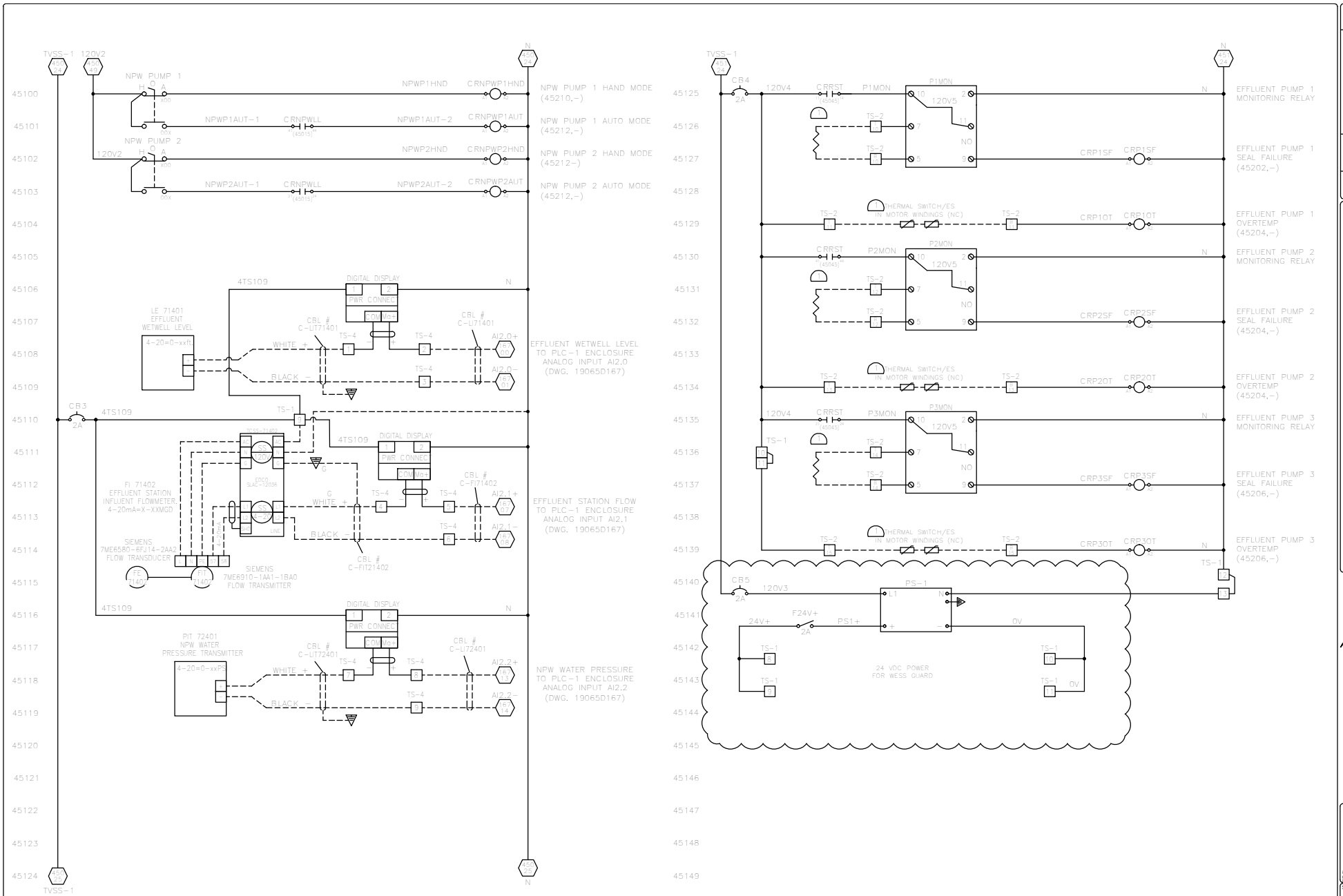
EFFLUENT PUMP STATION ENCLOSURE & SUBPANEL LAYOUT

PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

FILE:	19065D400
DATE:	07/17/2020
ENGINEER:	TRH
DRAWN BY:	DJR
JOB NO:	19065

SHEET

400



REV	DATE	DESCRIPTION	APPR
A	8/12/20	FOR APPROVAL	TRH
1	12/08/20	AS BUILTS	TRH
C	5/17/21	CUSTOMER REQUEST	TRH

NE BRUNSWICK REGIONAL WRF

BRUNSWICK CO., NORTH CAROLINA

2.5MGD FACILITY EXPANSION PROJECT

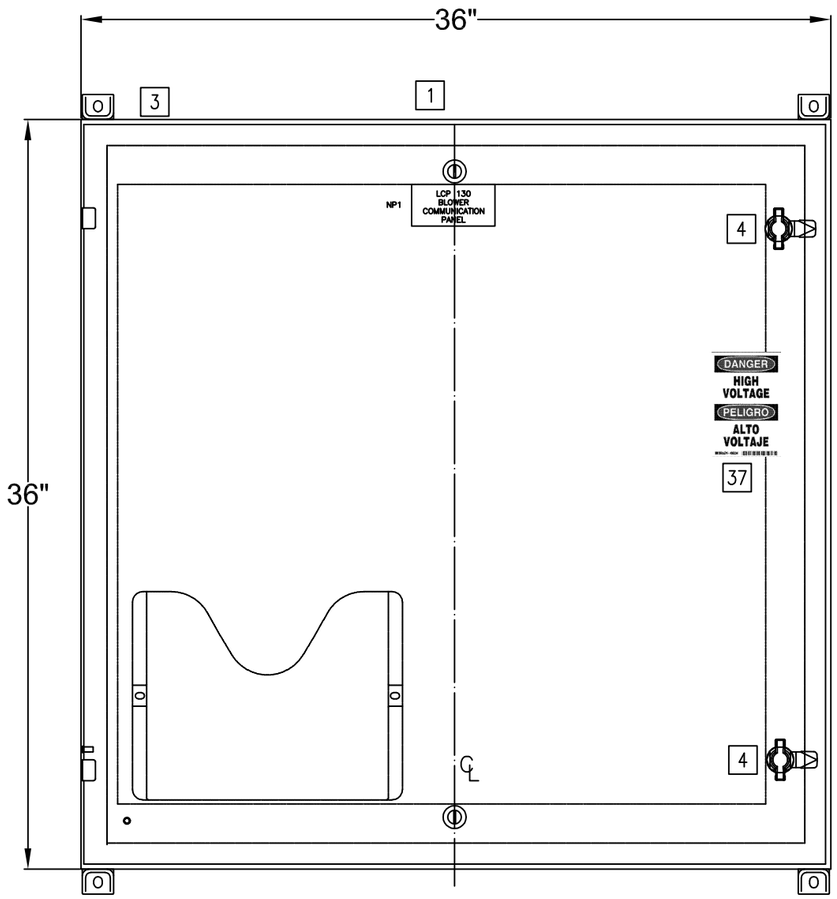
EFFLUENT PUMP STATION PUMP PROTECT & DOOR DISPLAYS

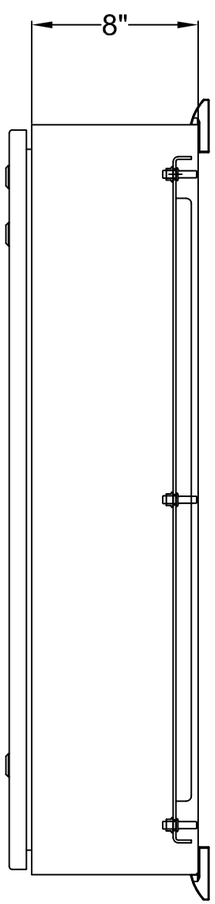
PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

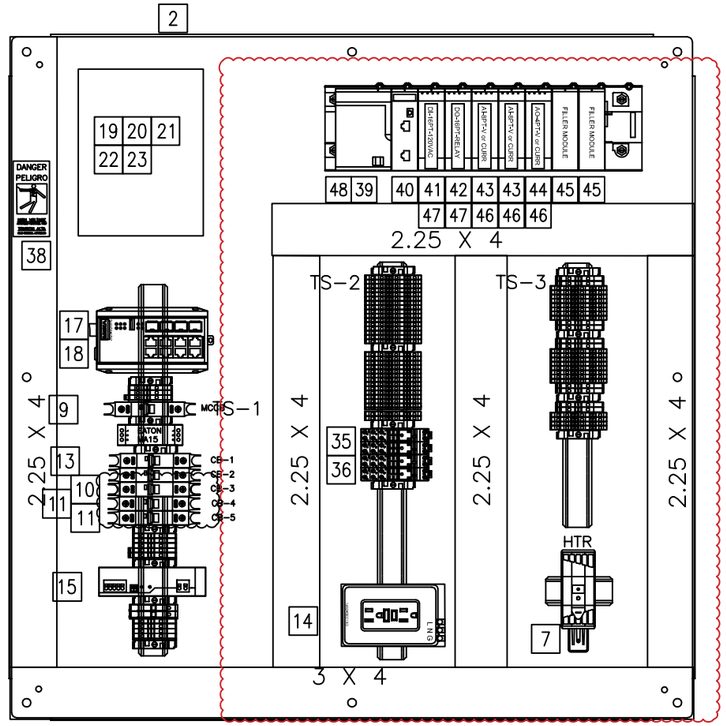
FILE	19065D451
DATE	08/03/2020
ENGINEER	TRH
DRAWN BY	DJR
JOB NO.	19065

SHEET

451







NOTES:

1. PANEL SHALL BEAR THE cULus MARK INDICATING IT HAS BEEN EVALUATED TO THE UL508A STANDARD FOR US AND CSA C22.2 No 14 FOR CANADA

REV	DATE	DESCRIPTION	APPR.
A	7/28/20	FOR APPROVAL	TRH
1	12/08/20	AS BUILTS	TRH
C	5/17/21	CUSTOMER REQUEST	TRH
D	6/28/21	ADD PLC	TRH

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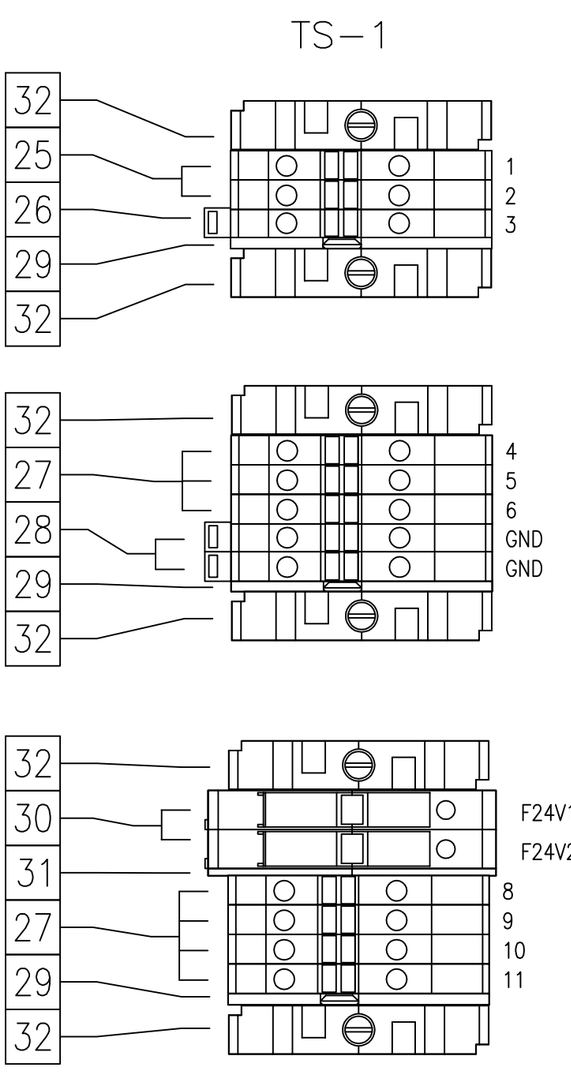
NE BRUNSWICK REGIONAL WRF

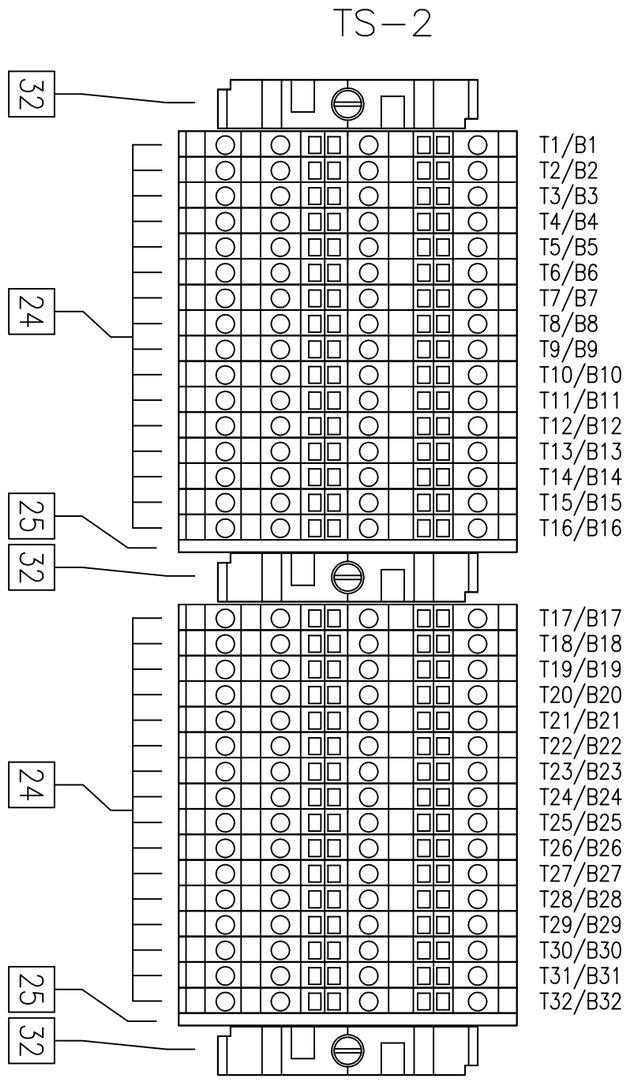
BRUNSWICK CO., NORTH CAROLINA
2.5MGD FACILITY EXPANSION PROJECT
BLOWER COMMUNICATION ENCLOSURE & SUBPANEL LAYOUT

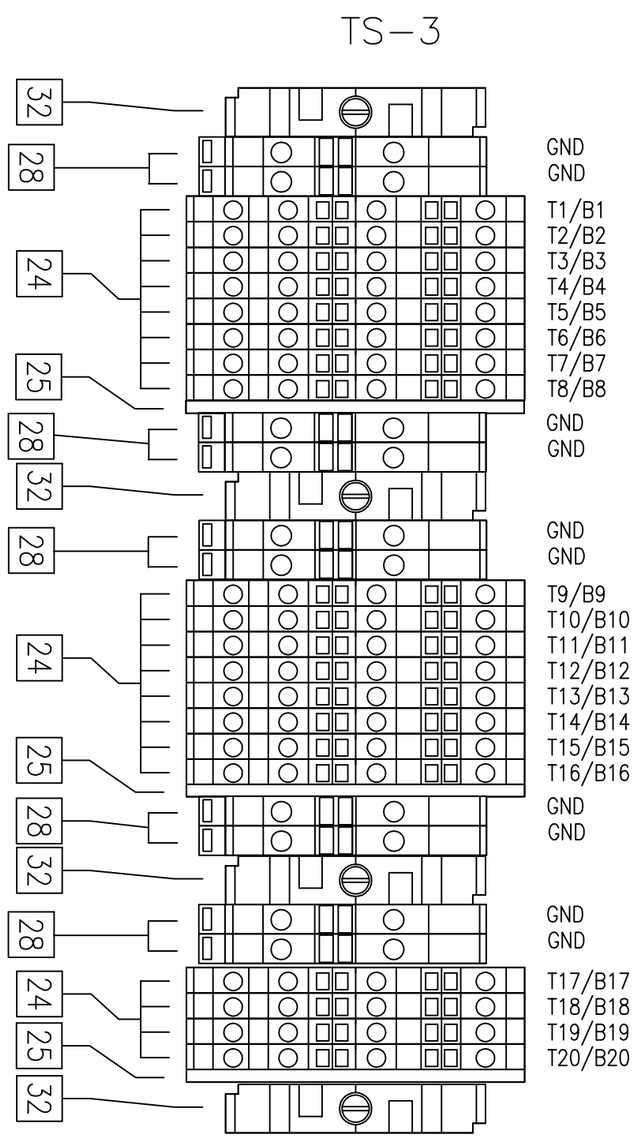
PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

FILE:	19065D600
DATE:	07/17/2020
ENGINEER:	TRH
DRAWN BY:	DJR
JOB NO.	19065

SHEET
600







REV	DATE	DESCRIPTION	APPR
A	6/21/21	FOR APPROVAL	TRH

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NE BRUNSWICK REGIONAL WRF

BRUNSWICK CO., NORTH CAROLINA
2.5MGD FACILITY EXPANSION PROJECT
BLOWER COMMUNICATION ENCLOSURE TERMINAL DETAIL

PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

FILE:	19065D602
DATE:	06/21/2021
ENGINEER:	TRH
DRAWN BY:	DJR
JOB NO.	19065

SHEET
602

PANEL BILL OF MATERIALS

ITEM	QTY	DESCRIPTION	MFR.	MFR. PN.
1	1	ENCL; TYPE 4X SS, 36"H X 36"W X 8"D	SAGINAW	SCE-36EL3608SSLP
2	1	ENCL; SUBPANEL, 33"H X 33"W	SAGINAW	SCE-36P36
3	1	ENCL; WALL MOUNT FOOT KIT, 4/KIT	SAGINAW	SCE-ELMFK4
4	2	ENCL; WINGED DOOR KNOW, PADLOCKABLE, STAINLESS	SAGINAW	SCE-PLWKSS
5	0	ENCL; LIGHT SWITCH ASSEMBLY	SAGINAW	SCE-LSA
6	1	CORROSION INHIBITOR; VAPOR CAPSULE	ZERUST	VC2-2
7	1	ENCL; HEATER 50W, 120/240, W/THERMOSTAT, 41'F, AUTO DIRECT	STEGO	060010-00
8				
9	1	CIRCUIT BKR; 1P, 277VAC, UL489, 15A	ALLEN BRADLEY	1489-M1C150
10	1	CIRCUIT BKR; 1P, 277VAC, UL489, 10A	ALLEN BRADLEY	1489-M1C100
11	5	CIRCUIT BKR; 1P, 277VAC, UL489, 3A	ALLEN BRADLEY	1489-M1C030
12				
13	1	SURGE PROTECTER; 120VAC, 15A	MTL	MA15/D/1/SI
14	1	RECEPTACLE; DUPLEX, 120VAC, 15A, GFCI	ALLEN BRADLEY	1492-REC15G
15	1	POWER SUPPLY; 100-240VAC IN, 5A OUT	PHOENIX CONTACT	29 03 14 8
16				
17	1	ETHERNET SWITCH; 8 PORT RJ45, 4-SFP, MANAGED, GIGABIT	MOXA	EDS-512E-4GSFP-T
18	1	ETHERNET SWITCH; SFP-'LC' FIBER, GIGABIT, 1KM	MOXA	EDS-SFP-1GSXLC-T
19	1	FIBER OPTIC; 1 GANG HOUSING PANEL	WELTRON	FIB-WM006
20	1	FIBER OPTIC; CONNECTOR PANEL, 6-LOADED ST/ST COUPLERS	WELTRON	FIB-006D-ST
21	1	FIBER OPTIC; FANOUT KIT	CORNING	FAN-BT25-6
22	1	FIBER OPTIC; CONNECTOR, UNICAM, ST, 50um, 25/KIT	CORNING	95-050-51-X-Z
23	1	FIBER OPTIC; PATCH CABLE, LC-ST, OM3, 50um, DUPLEX, 2 MTR	CABLES & KIT	FMD5G-LCST-02
24	52	TERMINAL; DOUBLE STACK, FEED THRU, 2 CIRCUIT (UKKB 3)		
25	5	TERMINAL; DOUBLE STACK, FEED THRU 2 CIRCUIT, END PLATE (D-UKKB 3/5)		
26	5	TERMINAL, JUMPER, 10 POSITION, FOR 4mmW SERIES, EBL 10-5	PHOENIX CONTACT	2303132
27	9	TERMINAL; SINGLE STACK, FEED THROUGH (UK3 N), 26-12 WIRE, 32A	PHOENIX CONTACT	3001501
28	13	TERMINAL; SINGLE STACK, GROUND (USLKG 3)	PHOENIX CONTACT	0441083
29	3	TERMINAL; SINGLE STACK, END PLATE (D-UK4/10	PHOENIX CONTACT	3003020
30	2	TERMINAL; SINGLE STK,FUSED,12-30VAC/DC LED, (UK 5-HESILED 24N (5X20))	PHOENIX CONTACT	3000540
31	1	TERMINAL; SINGLE STACK, FUSED, END PLATE (D-UK 5-HESI N)	PHOENIX CONTACT	3000543
32	16	TERMINAL; END STOP (E/NS 35 N)	PHOENIX CONTACT	0800886
33				
34	5	FUSE; SLOW BLOW, 3AMP	BUSSMANN	GMC-3-R
35	4	RELAY; 120VAC COIL, DPDT, LED LITE, LOCKABLE TEST BUTTON,46 SERIES	FINDER	46.62.8.120.0054
36	4	RELAY SOCKET; DPDT, 46 SERIES	FINDER	97.02
37	1	LABEL; HIGH VOLTAGE 3" X 5"	BRADY	86234
38	1	LABEL; HIGH VOLTAGE 1.5" X 3"	ICP	10007778
39	1	PLC; HIGH POWER AC POWER SUPPLY	MODICON	BMXCPS3500
40	1	PLC; CPU,340-20 MODBUS ETHERNET	MODICON	BMXP342020
41	1	PLC; DISCRETE INPUT MODULE, AC 120V	MODICON	BMXDAI1604
42	1	PLC; DISCRETE OUTPUT MODULE, 16 PT. RELAY	MODICON	BMXDRA1605
43	2	PLC; ANALOG INPUT MODULE, 8 POINT	MODICON	BMXAMI0810
44	1	PLC; ANALOG OUTPUT MODULE, 4 POINT	MODICON	BMXAMO0410
45	2	PLC; M340 SERIES, FILLER MODULE	MODICON	BMXXEM010
46	3	PLC; SPRING TERMINAL STRIP 28 POINTS	MODICON	BMXFTB2820
47	2	PLC; SPRING TERMINAL STRIP 20 POINTS	MODICON	BMXFTB2020
48	1	PLC; 8 SLOT BACKPLANE	MODICON	BMXXBP0800

NAME PLATES

NP #	PLATE SIZE	COLOR	TEXT SIZE	LINE 1	LINE 2	LINE 3	LINE 4
1	2 X 4	BLACK	.25"	LCP 130	COMMUNICATION	CONTROL PANEL	
2							
3							

PHENOLIC TO BE BLACK WITH WHITE $\frac{1}{4}$" LETTERS (STANDARD ENGRAVED).

FUSE REPLACEMENT TABLE

NAME	VOLTS	AMPS (Max)	TYPE
F'24V1+	250	3	GMC-3-R
F'24V2+	250	3	GMC-3-R

UL LABELING

BLOWER COMMUNICATION PANEL

Volts:	120VAC	Largest Motor:	N/A
Phase:	1	SCCR-KA rms:	10kA
Hertz:	60	@Max Volts:	120VAC
Panel FLA:	15A	Drawing #:	19065D000
Enclosure:	Type 4X	Serial #:	20-065-6

RECOMMENDED TORQUE CHART

Component	Wire Size	Manf.	Torque In-lbs
Main Breaker 15A	14-1/0 AWG	AB	17.7 (2.0 Nm)
Fused Terminals	28-12 AWG	PHOENIX	5.3 (.6 Nm)
Terminals ZS6	24-10 AWG	PHOENIX	7.5 (.85 Nm)

Field Wiring: Use copper wire only. Power circuits including motor wiring shall be rated 75°C (167°F) minimum.

REV	DATE	DESCRIPTION	APPR.
A	8/12/20	FOR APPROVAL	TRH
1	12/08/20	AS BUILTS	TRH
C	6/28/21	CUSTOMER REQUEST	TRH

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NE BRUNSWICK REGIONAL WRF

BRUNSWICK CO., NORTH CAROLINA

2.5MGD FACILITY EXPANSION PROJECT

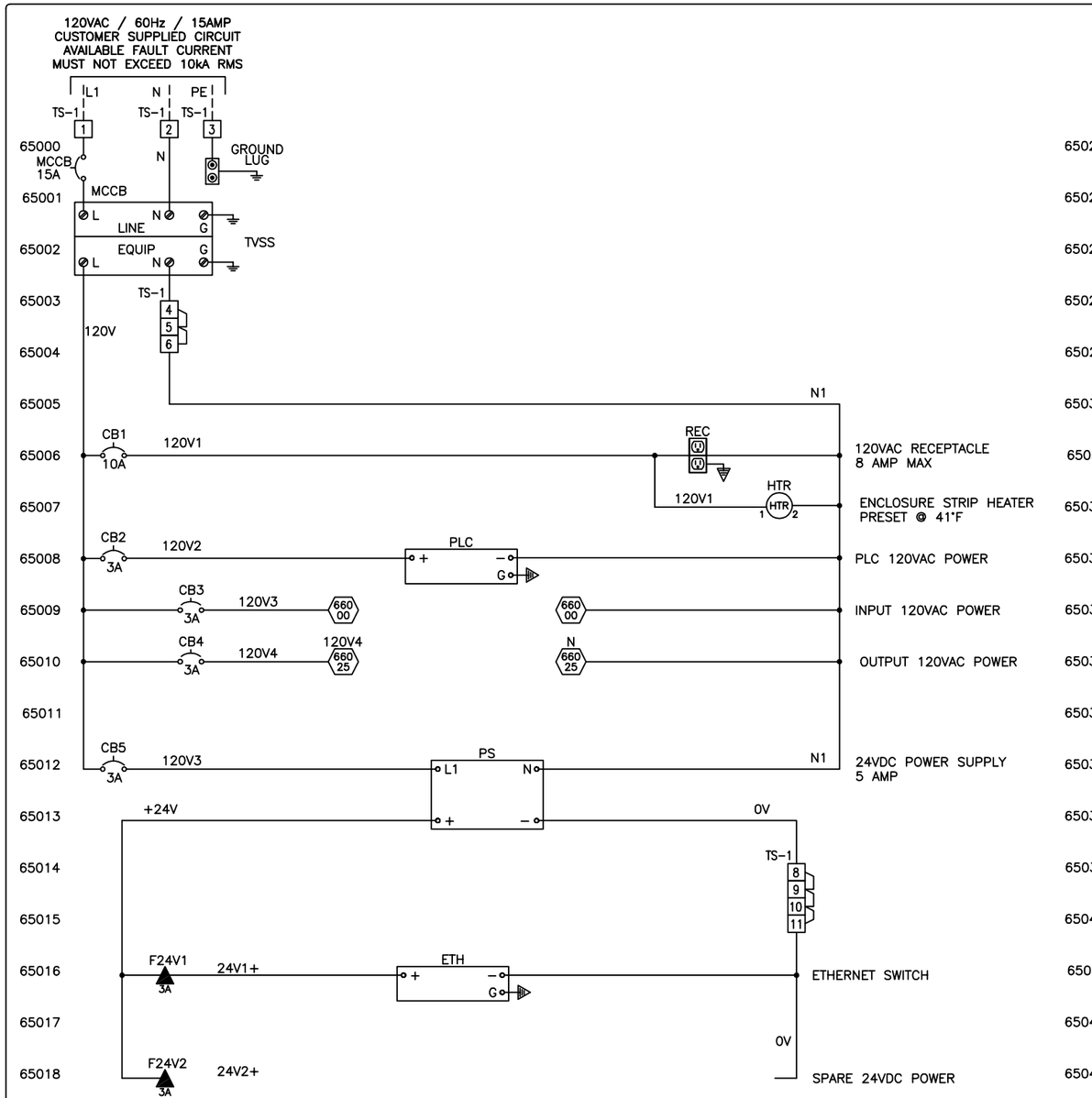
BLOWER COMMUNICATION ENCLOSURE BILL OF MATERIALS

PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

FILE:	19065D610
DATE:	08/03/2020
ENGINEER:	TRH
DRAWN BY:	DJR
JOB NO.	19065

SHEET

610



THIS SPACE INTENTIONALLY LEFT BLANK

REV	DATE	DESCRIPTION	APPR
A	8/12/20	FOR APPROVAL	TRH
1	12/08/20	AS BUILTS	TRH
C	5/17/21	CUSTOMER REQUEST	TRH
D	6/21/21	ADD PLC	TRH

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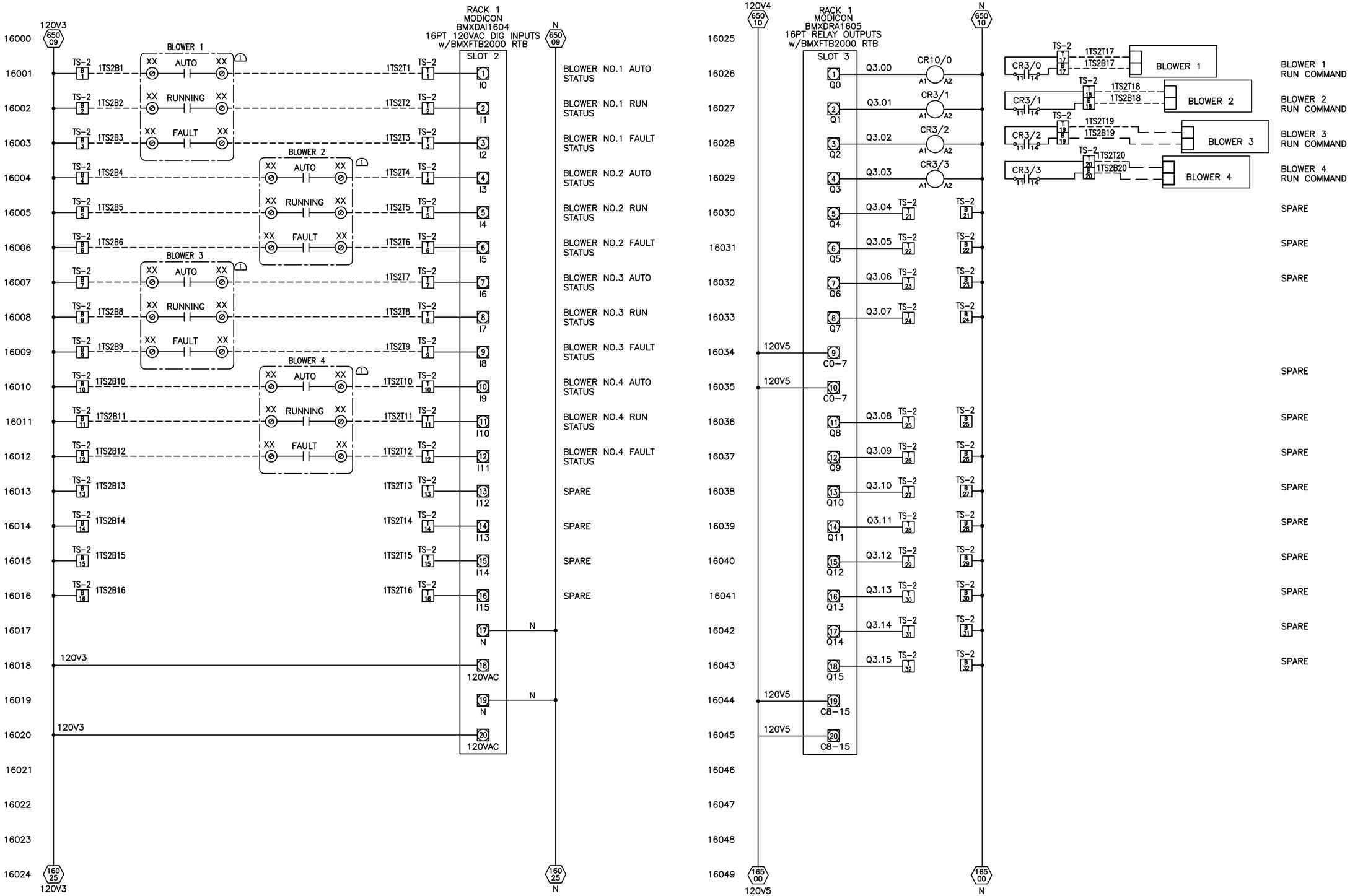
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BRUNSWICK CO., NORTH CAROLINA
2.5MGD FACILITY EXPANSION PROJECT
BLOWER COMMUNICATION PANEL 120VAC POWER DISTRIBUTION

PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

FILE:	19065D650
DATE:	08/03/2020
ENGINEER:	TRH
DRAWN BY:	DJR
JOB NO.	19065

SHEET
650



REV	DATE	DESCRIPTION	APPR
A	06/21/21	FOR APPROVAL	TRH

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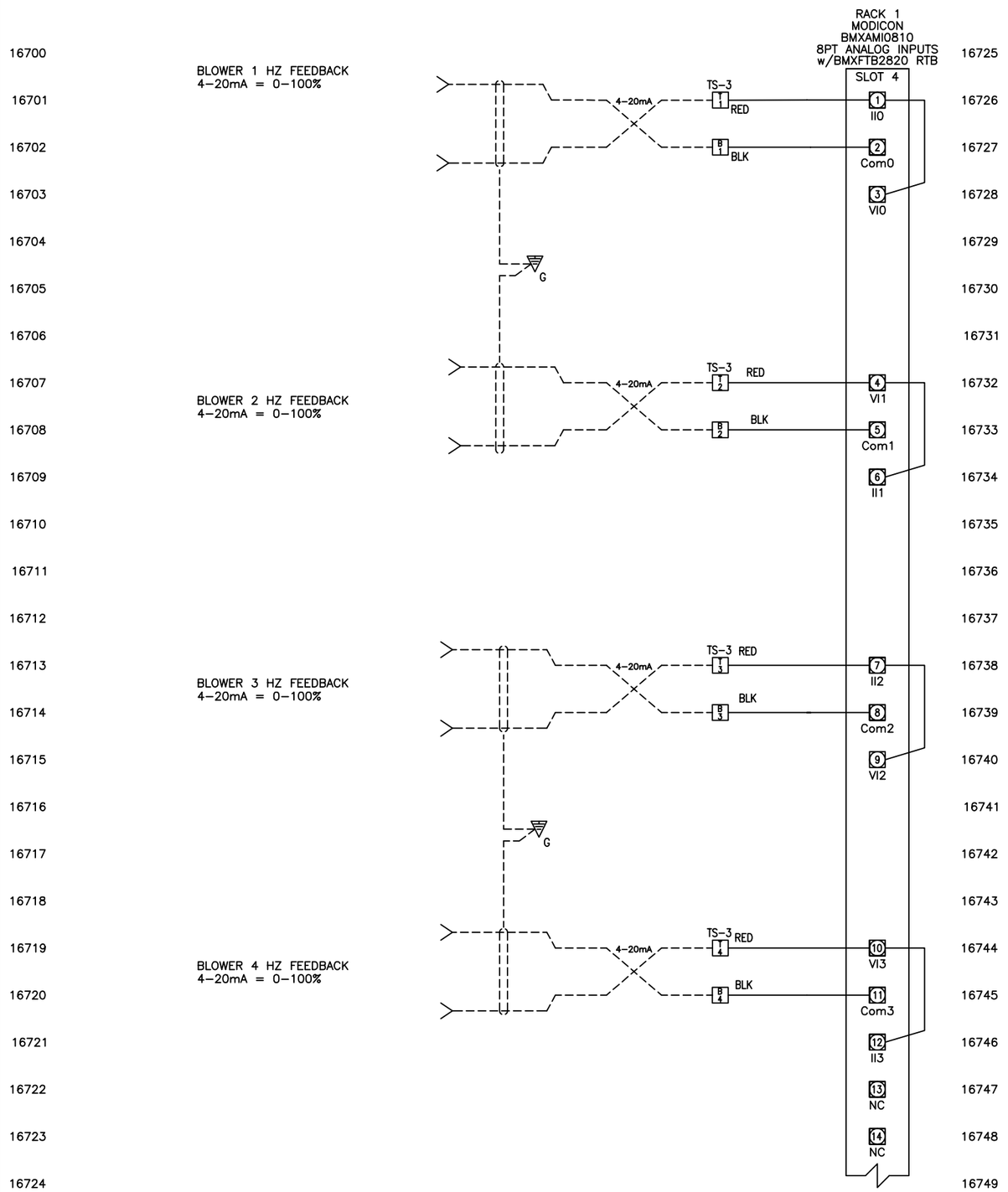
NE BRUNSWICK REGIONAL WRF

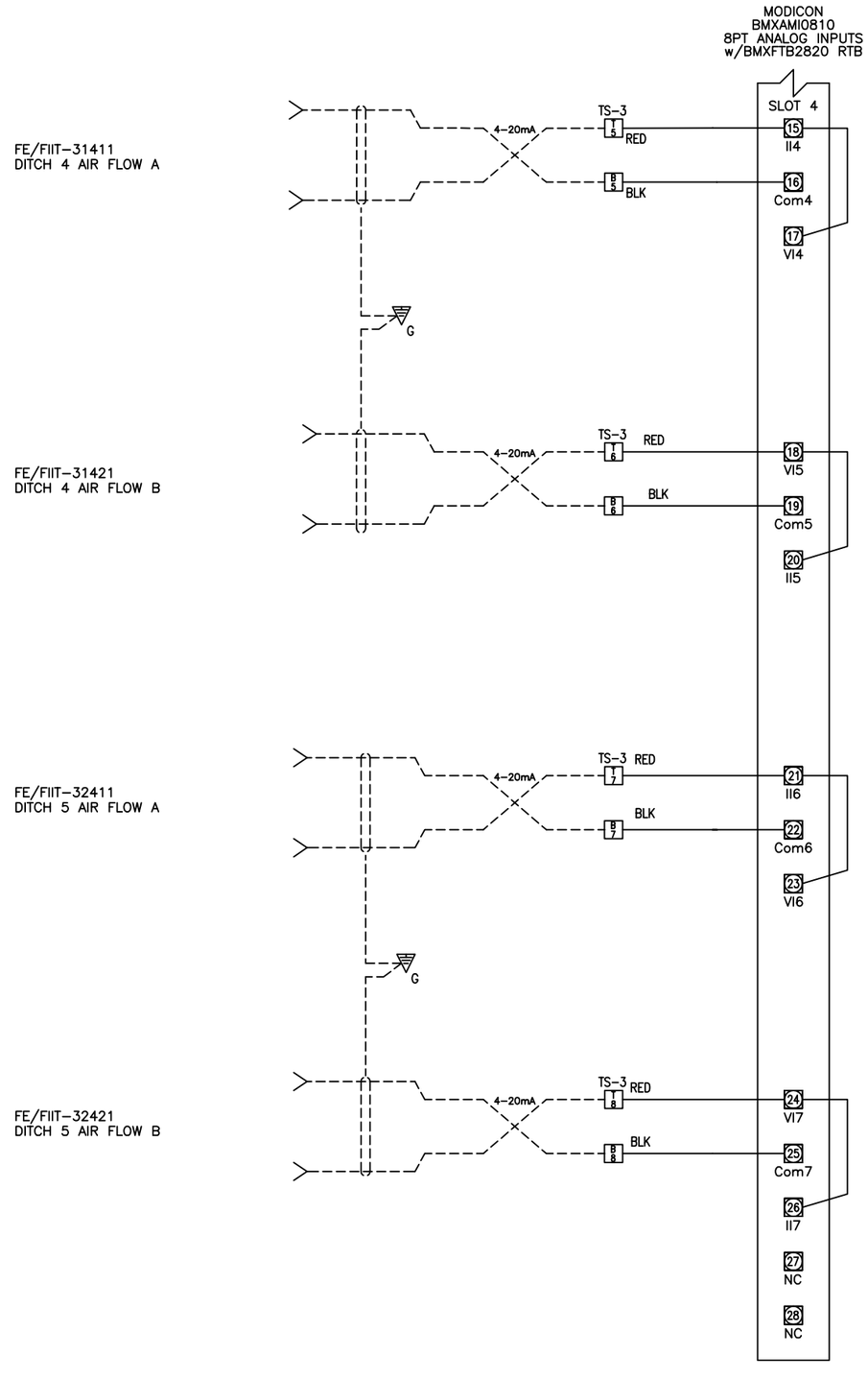
BRUNSWICK CO., NORTH CAROLINA
2.5MGD FACILITY EXPANSION PROJECT
PLC-1 RACK 1-SLOT 2 & 3 DIGITAL INPUTS

PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

FILE:	DATE:	ENGINEER:	DRAWN BY:	JOB NO.
19066D660	06/21/2021	TRH	TRH	19065

SHEET
660





REV	DATE	DESCRIPTION	APPR
A	06/21/21	FOR APPROVAL	TRH

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BRUNSWICK REGIONAL WRF

BRUNSWICK CO., NORTH CAROLINA
2.5MGD FACILITY EXPANSION PROJECT
PLC-1 RACK 1-SLOT 4 ANALOG INPUTS

PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

FILE:	DATE:	ENGINEER:	DRAWN BY:	JOB NO.
19065D661	06/21/2021	TRH	TRH	19065

SHEET
661

16700
16701
16702
16703
16704
16705
16706
16707
16708
16709
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16723
16724

BLOWER HEADER PRESSURE
4–20mA = 0–xxx%

SPARE ANALOG INPUT

SPARE ANALOG INPUT

SPARE ANALOG INPUT

SPARE ANALOG INPUT

RACK 1
MODICON
BMXAMI0810
8PT ANALOG INPUTS
w/BMXFTB2820 RTB

SLOT 5

4–20mA

G

TS–3 I 9 RED → 1 II0
B 9 BLK → 2 Com0
3 VI0

TS–3 I 10 RED → 4 VI1
B 10 BLK → 5 Com1
6 II1

TS–3 I 11 RED → 7 II2
B 11 BLK → 8 Com2
9 VI2

TS–3 I 12 RED → 10 VI3
B 12 BLK → 11 Com3
12 II3
13 NC
14 NC

16725
16726
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16749

SPARE ANALOG INPUT

SPARE ANALOG INPUT

SPARE ANALOG INPUT

SPARE ANALOG INPUT

MODICON
BMXAMI0810
8PT ANALOG INPUTS
w/BMXFTB2820 RTB

SLOT 5

TS–3 I 13 RED → 15 II4
B 13 BLK → 16 Com4
17 VI4

TS–3 I 14 RED → 18 VI5
B 14 BLK → 19 Com5
20 II5

TS–3 I 15 RED → 21 II6
B 15 BLK → 22 Com6
23 VI6

TS–3 I 16 RED → 24 VI7
B 16 BLK → 25 Com7
26 II7
27 NC
28 NC

REV	DATE	DESCRIPTION	APPR
A	06/21/21	FOR APPROVAL	TRH

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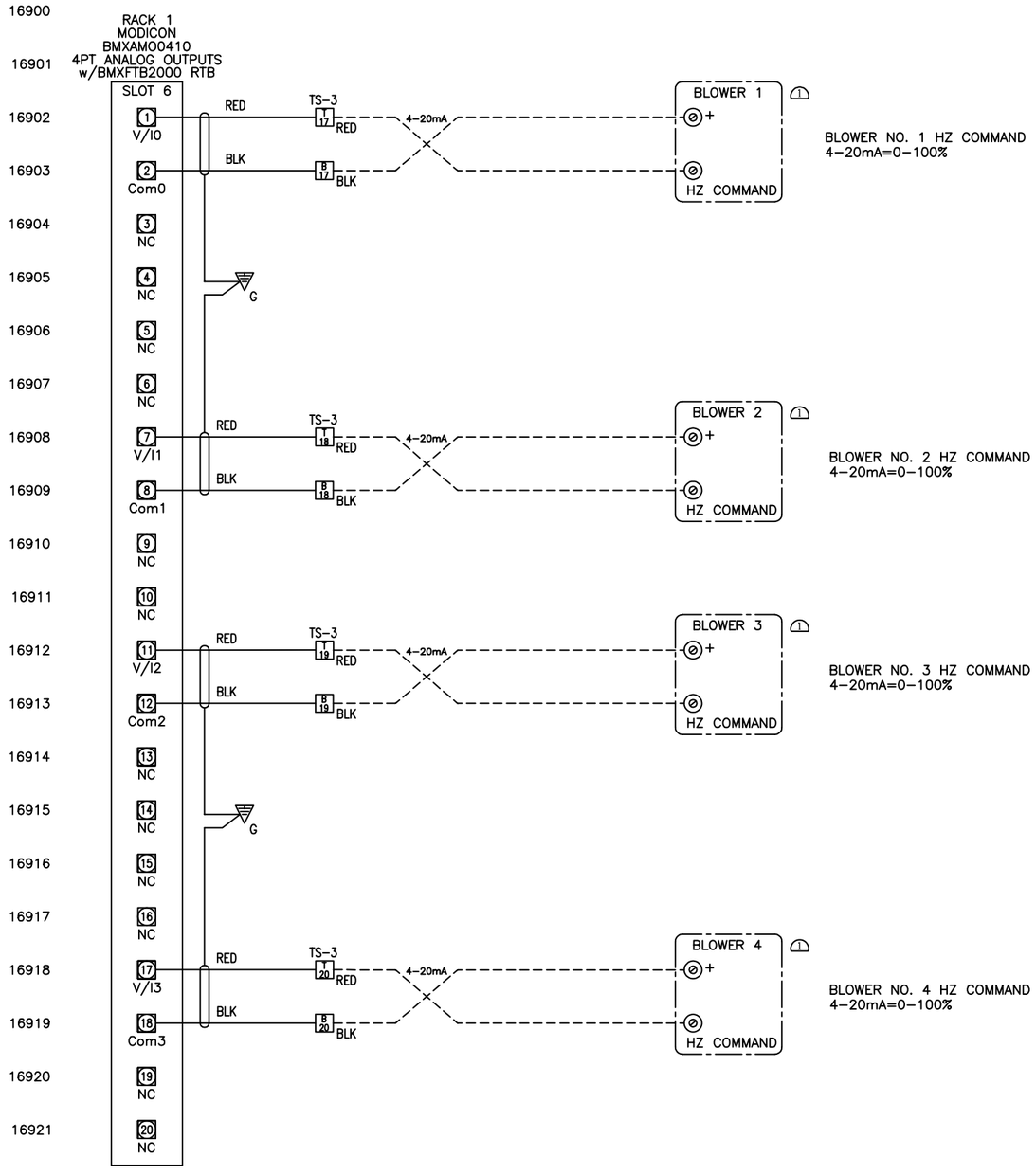
NE BRUNSWICK REGIONAL WRF

BRUNSWICK CO., NORTH CAROLINA
2.5MGD FACILITY EXPANSION PROJECT
PLC-1 RACK 1 SLOT 5 ANALOG INPUTS

PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

FILE:	DATE:	ENGINEER:	DRAWN BY:	JOB NO.
19065D662	6/21/2021	TRH	TRH	19065

SHEET
662



SLOT 6 EMPTY
SLOT FILLER MODULE

REV	DATE	DESCRIPTION	APPR
A	06/21/21	FOR APPROVAL	TRH

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NE BRUNSWICK REGIONAL WRF
BRUNSWICK CO., NORTH CAROLINA
2.5MGD FACILITY EXPANSION PROJECT
PLC-1 RACK 1-SLOT 6 ANALOG OUTPUTS

PIEDMONT AUTOMATION
WINSTON-SALEM, NC 27105
TEL: 336.776.1885 - FAX: 336.776.1886
http://www.teampiedmont.com

FILE:	19065D663
DATE:	06/21/2021
ENGINEER:	TRH
DRAWN BY:	TRH
JOB NO.	19065

SHEET
663

Change Order No.4

July 7, 2021

Mr Stacey Magnus
McKim & Creed, Inc.
243 N Front Street
Wilmington, NC 28401

Re: Brunswick County, North Carolina
Northeast Brunswick Regional WRF 2.5 MGD Facility Expansion
Change Order No.4

Mr. Magnus:

Piedmont Automation is wishes to propose an additional pressure transmitter for use as PIT/PE-3600:

- [One] Siemens Sitrans P320 Pressure Transmitter
- [One] Siemens Stainless Steel Block and Bleed Valve
- [One] Siemens Stainless Steel Mounting Bracket for Block and Bleed Valve

Total cost for the changes above will be $1340.00

A submittal for the above materials is included. We appreciate the opportunity to provide the services you require to insure a successful project. If you have any questions or concerns regarding the content of this document, please feel free to contact me at (336) 408-7182 or Bill Parrish at (919) 777-3411.

Best Regards,

Terry Hutchins
Project Manager

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

7/21/2021

GC: TA Loving

David Pittman

From: Leland Burnham **COR-30- LB RE: RTU-4 Control wiring adders**

Job Name: Northeast WWTP

Blower controls from LCP-130 to units was Cat 6 cabling. Owner requires discrete and analog wiring / cabling as means to control each blower and interface with remote PLC now being added to LCP-130 blower panel. Awaiting termination points at blower contol panels from vendor. No overtime or holiday work.

Each panel (2) analog cables & (8) Discrete wires + #12 grounds

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
Credit Cat 6 cable	-225		1.19	-267.75	0.010	-2.25	63.74	-143.42
Analog Cable: 16/2 TSP	450		0.62	279.00	0.010	4.50	63.74	286.83
#14 XHHW W / Factory ID	1800		0.20	360.00	0.006	10.80	63.74	688.39
3/4" PVC UG	230		0.95	218.50	0.050	11.50	63.74	733.01
3/4" PVC TA	6		0.65	3.90	0.100	0.60	63.74	38.24
3/4" PVC Coupling	3		0.65	1.95	0.100	0.30	63.74	19.12
3/4" PVC AL Ell	6		11.95	71.70	0.175	1.05	63.74	66.93
3/4" PVC AL Coupling	6		5.95	35.70	0.050	0.30	63.74	19.12
3/4" AL x 12" Nipple / cut thread	3		2.65	7.95	0.450	1.35	63.74	86.05
3/4" AL coupling	3		2.47	7.41	0.100	0.30	63.74	19.12
3/4" AL Seal tight connectors	6		13.61	81.66	0.250	1.50	63.74	95.61
3/4" Seal tight	10		1.56	15.60	0.200	2.00	63.74	127.48
Analog cable terminations w/ labels	12		0.45	5.40	0.100	1.20	63.74	76.49
Discrete wire terminations w/ labels	48		0.45	21.60	0.100	4.80	63.74	305.95
#12 THHN Green	480		0.25	120.00	0.006	2.88	63.74	183.57
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				962.62		40.83		2602.50
Tax On Material				86.64				
Total Material & Tax				1049.26				
Total Labor				2602.50				
Total Material & Labor				3651.76				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				182.59				
Profit				383.43				
Bond cost				42.18				
Total Change Order Cost				**4,259.96**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 037 Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/14/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: ____ Work Directive No.: ____ Field Order No.: 036 Other_Change Request ____

PCO TITLE and Description: This Change Order is for conduit and wiring to accommodate for oil level switches in the scum pumps which was not called out in electrical drawings.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Oil Level Switch raceways and wiring	9/14/2021	$793.05

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$793.05**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$39.65
10. TOTAL SUBCONTRACTOR WORK		**$832.70**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$832.70**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$832.70**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
		1	EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 037 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 1 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 037 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

8/21/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-15A- LB** **RE: Scum pump oil adder**

Job Name: Northeast WWTP

Both scum pump units came with an **"Oil Level" switch** not indicated on electrical drawings.

EC instructed to acomodate raceway and wiring for switch per submittal comments found in; 43 26 14-001(B).

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
L5-15R 15A 120V 2P3W twist lok receptacle	2		28.60	57.20	0.650	1.30	63.74	82.86
L5 Weather proof rubber collar	2		17.00	34.00	0.125	0.25	63.74	15.94
14/2 SOOW	30		0.85	25.50	0.050	1.50	63.74	95.61
Small wire terminations / labels / ty wr.	12		1.90	22.80	0.100	1.20	63.74	76.49
Sta kon ground rings / SS hardware	2		2.99	5.98	0.120	0.24	63.74	15.30
1" Aluminum T / cover / gasket	2		17.39	34.78	0.800	1.60	63.74	101.98
1" Bushing	2		0.99	1.98	0.100	0.20	63.74	12.75
1" AL nipple / cut / thread / install	2		3.99	7.98	0.500	1.00	63.74	63.74
1" SS Kindorf strap	1		4.25	4.25	0.050	0.05	63.74	3.19
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				194.47		7.34		467.85
Tax On Material				17.50				
Total Material & Tax				211.97				
Total Labor				467.85				
Total Material & Labor				679.82				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				33.99				
Profit				71.38				
Bond cost				7.85				
Total Change Order Cost				**793.05**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 038 Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/14/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 036 Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding (2) #12 wires from MCC to field equipment for motor winding heaters and (2) #14 wires from MCC to field equipment for thermal units & install T condulets in raceways.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	ATAD Reactor Mixer Motors	9/14/2021	$10,868.14

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$10,868.14**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$543.41
10. TOTAL SUBCONTRACTOR WORK		**$11,411.55**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$11,411.55**
12. BOND & INSURANCE:	0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$11,411.55**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
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919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033 REV00

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY.	UNIT	MATERIAL UNIT COST	MATERIAL TOTAL COST	LABOR LABOR RATE	LABOR TOTAL COST	EQUIPMENT UNIT COST	EQUIPMENT TOTAL COST	OTHER UNIT	OTHER TOTAL COST
		1	EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 038
Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 1 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 038 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

8/23/2021

GC: TA Loving

David Pittman

From: Leland Burnham — **CO-12- LB RE: ATAD Reactors #1 & #2**

Job Name: Northeast WWTP

Submittal comments, **46 73 24-001A**, directed EC to add (2) #12 wires from MCC to field equipment for motor winding heaters and (2) #14 wires from MCC to field equipment for thermal units & Install T condulets in raceways.

ATAD reactor mixer motors: **91011, 91012, 91021, 91022, 91031, 91032, 91041, 91042, 91051 & 91052.**

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
#12 XHHW	5850		0.25	1462.50	0.005	29.25	63.74	1864.40
#14 XHHW w/ factory ID	5850		0.20	1170.00	0.005	29.25	63.74	1864.40
1" AL T condulet / gasket / cover	20		17.39	347.80	0.600	12.00	63.74	764.88
1" AL nipple / field cut / thread	20		2.79	55.80	0.650	13.00	63.74	828.62
Small wire terminations / labels / ty wr.	40		1.90	76.00	0.100	4.00	63.74	254.96
Buchanan Insulated crimp lugs / MTR	40		0.65	26.00	0.125	5.00	63.74	318.70
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				3138.10		92.50		5895.95
Tax On Material				282.43				
Total Material & Tax				3420.53				
Total Labor				5895.95				
Total Material & Labor				9316.48				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				465.82				
Profit				978.23				
Bond cost				107.61				
Total Change Order Cost				**10,868.14**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 039 Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/14/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 038 Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding (2) #12 wires from MCC to field equipment for motor winding heaters and (2) #14 wires from MCC to field equipment for thermal units and interconnect raceways. RAS/WAS Pumps.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	RAS/WAS Pumps	9/14/2021	$5,337.22

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$5,337.22**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$266.86
10. TOTAL SUBCONTRACTOR WORK		**$5,604.08**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$5,604.08**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$5,604.08**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 033
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
		1	EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 039 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 1 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 039 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

8/24/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-13- LB** **RE: RAS / WAS Pumps**

Job Name: Northeast WWTP

Submittal comments, **43 23 13-001A**, directed EC to add (2) #12 wires from MCC to field equipment for motor winding heaters and (2) #14 wires from MCC to field equipment for thermal units & interconnect raceways.

RAS / WAS Pumps: **MTR PMP 44011, MTR PMP 44012 and MTR PMP 44013**

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
#12 XHHW	2352		0.25	588.00	0.005	11.76	63.74	749.58
#14 XHHW w/ factory ID	2352		0.20	470.40	0.005	11.76	63.74	749.58
12x12x4 4X	3		325.00	975.00	1.250	3.75	63.74	239.03
1.5" AL Meyers hubs	6		16.00	96.00	0.250	1.50	63.74	95.61
Small wire terminations / labels / ty wr.	24		1.90	45.60	0.100	2.40	63.74	152.98
Buchanan Insulated crimp lugs / MTR	12		0.65	7.80	0.125	1.50	63.74	95.61
1" AL Meyers hubs	6		7.99	47.94	0.250	1.50	63.74	95.61
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				2230.74		34.17		2178.00
Tax On Material				200.77				
Total Material & Tax				2431.51				
Total Labor				2178.00				
Total Material & Labor				4609.50				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				230.48				
Profit				484.00				
Bond cost				53.24				
Total Change Order Cost				**5,377.22**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 040
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/22/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __040_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding wires for condesate heaters at the Oxidation Ditch Pumps.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Condensate Heaters at Bio Pit Pumps	9/21/2022	$5,935.92

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$5,935.92**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$296.80
10. TOTAL SUBCONTRACTOR WORK		**$6,232.72**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$6,232.72**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$6,232.72**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 039

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 040

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY.	UNIT	MATERIAL UNIT COST	MATERIAL TOTAL COST	LABOR LABOR RATE	LABOR TOTAL COST	EQUIPMENT UNIT COST	EQUIPMENT TOTAL COST	OTHER UNIT	OTHER TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 040 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 040 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/21/2021

GC: TA Loving

David Pittman

From: Leland Burnham | **CO-19 LB** | **RE: Condensate heaters**

Job Name: Northeast WWTP | **Biodephino Pit Pumps**

Per 46 51 17-001.A; Add (2) wires for condensate heaters at each pump.

Add (2) wires at each pump for thermostat wires. Interconnect control & power raceways.

MTR-PMP31**011, MTR-PMP-32014, MTR-PMP-31012** and MTR-PMP**-32011**

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
#12 XHHW (Heater VD)	5440		0.25	1360.00	0.003	16.32	63.74	1040.24
#14 XHHW	5440		0.20	1088.00	0.003	16.32	63.74	1040.24
Buchananon insulated crimp lugs	8		0.65	5.20	0.125	1.00	63.74	63.74
Small wire terminations / labels	32		1.90	60.80	0.100	3.20	63.74	203.97
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				2514.00		36.84		2348.18
Tax On Material				226.26				
Total Material & Tax				2740.26				
Total Labor				2348.18				
Total Material & Labor				5088.44				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				254.42				
Profit				534.29				
Bond cost				58.77				
Total Change Order Cost				**5,935.92**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/23/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 041 Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding wires for condesate heaters at the rotary lobe and post atad pumps.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Condensate Heaters at rotary lobe and post atad pumps	9/21/2022	$2,514.89

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$2,514.89**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$125.74
10. TOTAL SUBCONTRACTOR WORK		**$2,640.63**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$2,640.63**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$2,640.63**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/21/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-21 LB** **RE: Condensate heaters**

Job Name: Northeast WWTP **Rotary Lobe and Post ATAD Pumps**

Per 43 28 58-001.A; Add (2) wires for condensate heaters at each pump.

Add (2) wires at each pump for thermostat wires. Interconnect control & power raceways.

MTR-PMP-**92011** and MTR-PMP-**92012**

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
#12 XHHW (Heater VD)	1160		0.25	290.00	0.003	3.48	63.74	221.82
#14 XHHW	1160		0.20	232.00	0.003	3.48	63.74	221.82
12 x12 x 4 4X SS	2		325.00	650.00	1.250	2.50	63.74	159.35
1.5" Meyers hub / KO	4		16.25	65.00	0.000	0.00	63.74	0.00
Buchananon insulated crimp lugs	8		0.65	5.20	0.125	1.00	63.74	63.74
Small wire terminations	16		1.90	30.40	0.100	1.60	63.74	101.98
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				1272.60		12.06		768.70
Tax On Material				114.53				
Total Material & Tax				1387.13				
Total Labor				768.70				
Total Material & Labor				2155.84				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				107.79				
Profit				226.36				
Bond cost				24.90				
Total Change Order Cost				**2,514.89**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 42
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/14/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __039_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for tapping into existing 6" line at existing headworks and rerouting to new headworks. This will affect schedule by 5 days due to material lead times and time it takes to install.

1. LABOR (See attached itemized breakdown)	$12,402.80
2. MATERIALS (See attached itemized breakdown)	$17,544.08
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$6,390.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$36,336.88**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$5,450.53
7. TOTAL DIRECT WORK	**$41,787.41**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$0.00**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$0.00
10. TOTAL SUBCONTRACTOR WORK	**$0.00**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$41,787.41**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$41,787.41**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 039

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$16,434.74
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$16,434.74
E. Sales Tax	Exempt	6.75%	of D	$1,109.34
F. TOTAL MATERIAL				**$17,544.08**
LABOR COST				
G. Labor (From takeoff worksheet)				$12,280.00
H. Small Tools		1.50%	of Labor	
I. Clean-up		1.00%	of Labor	$122.80
J. Safety		1.00%	of Labor	
K. Safety Training		0.75%	of Labor	
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$12,402.80**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$6,000.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$150.00
T. Equipment Repairs		2.00%	of Equipment	$120.00
U. Equipment Yard Work		2.00%	of Equipment	$120.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$6,390.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 039 REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
	6" Piping, Fittings, and Accessories	1	EA	$16,074.74	$16,074.74		0.00		0.00		0.00
	Superintendent	20	HR		$0.00	$116.00	2,320.00		0.00		
	Foreman	40	HR		$0.00	$89.00	3,560.00		0.00		
	Labor - Skilled	160	HR		$0.00	$40.00	6,400.00		0.00		
	Rubber Tire Backhoe	5	DY		$0.00		0.00	$500.00	2,500.00		
	Hyd. Backhoe (25K to 39K)	5	DY		$0.00		0.00	$700.00	3,500.00		
			Ton	$30.00	$0.00		0.00		0.00		
	Concrete Backing of fittings	3	yds	$120.00	$360.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					16,434.74		**12,280.00**		**6,000.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 42 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 14 days.

TOTAL DAYS 14

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 42
Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

From: Brent Brewer - 1689 NORTH_CAROLINA_WW <brent.brewer@ferguson.com>
Sent: Wednesday, September 22, 2021 9:43 AM
To: Chase Hartley
Subject: Email Bid# B695339

NE BRUNSWICK WWTP

Price Quotation # B695339

FERGUSON WATERWORKS #1104

3881 US HIGHWAY 421 NORTH
SUITE D
WILMINGTON, NC 28401-0925
Phone : 910-815-6600
Fax : 910-762-2469

Bid No.....: B695339
Bid Date...: 09/20/21
Quoted By: BB
Customer.: T A LOVING
NE BRUNSWICK REG WWTP EXP
PO BOX 919
GOLDSBORO, NC 27533-0919

Cust Phone: 919-734-8400
Terms.....: NET 10TH PROX
Ship To.....: T A LOVING
NE BRUNSWICK REG WWTP EXP
PO BOX 919
GOLDSBORO, NC 27533-0919

Cust PO#..: 6 P401 MATERIAL
Job Name.: NE BRUNSWICK REG WWTP EXP

Item	Description	Quantity	Net Price	UM	Total
MJTP4LAU	6 MJ C153 P-401 TEE L/A	1	686.280	EA	686.28
MJ4P4LAU	6 MJ C153 P-401 45 BEND L/A	2	519.840	EA	1039.68
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	2	672.600	EA	1345.20
MJ9P4LAU	6 MJ C153 P-401 90 BEND L/A	3	567.720	EA	1703.16
SSLDEP6	6 DI MJ WDG REST GLND PK *ONELOK	17	93.070	EA	1582.19
F9P4U	6 DI 125# FLG P-401 90 BEND	1	777.480	EA	777.48
FNWNBGS41RF8U	6 304 SS 150# RR FF 1/8 FLG SET	2	58.020	EA	116.04
DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	460	12.920	FT	5943.20
FPPP4U10	6X10'0 FLGXPE P-401 BT DI SPL	1	1182.600	EA	1182.60
FPPP4US	6X5'0 FLGXPE P-401 BT DI SPL	1	682.470	EA	682.47

Subtotal:	$15058.30
Inbound Freight:	$0.00
Tax:	$1016.44
Order Total:	$16074.74

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale. Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Enter the following link to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1689&on=90610

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 043
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/27/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __042__ Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding (2) 1" conduits underground to each hydro tank for the Wess Guard Monitoring System from LCP-71500.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$0.00
7. TOTAL DIRECT WORK	**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Wess Guard Adder	9/21/2022	$3,316.88

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$3,316.88**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$165.84
10. TOTAL SUBCONTRACTOR WORK	**$3,482.72**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$3,482.72**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$3,482.72**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 043
Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 043 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/21/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-16 LB** **RE: Wess Guard adder**

Job Name: Northeast WWTP

Per 43 26 41-001.B-R2; Add (2) 1"c UG to each holding tanks for Wess Guard tank monitoring system from LCP-71500. I&E meeting changed wire count as Owner determined local alarm only is adequate, no PLC, only 24 volts was required to each tank monitor. All monitoring equipment, programming, etc.by others.

Tank monitors @ 12' above finished grade. Drill & tap conduit straps into tank lifting eyes.

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
1" PVC UG	70		1.65	115.50	0.040	2.80	63.74	178.47
1" PVC Coupling	3		0.52	1.56	0.050	0.15	63.74	9.56
1" PVC FA	4		0.55	2.20	0.050	0.20	63.74	12.75
1" AL 90	4		15.00	60.00	0.250	1.00	63.74	63.74
1" AL Conduit / field cut / thread	30		2.20	66.00	0.650	19.50	63.74	1242.93
1" Meyers hub	2		8.00	16.00	0.100	0.20	63.74	12.75
1" SS Kindorf strap	8		4.32	34.56	0.100	0.80	63.74	50.99
7/8" SS kindorf	5		5.99	29.95	0.500	2.50	63.74	159.35
Stainless hardware / tank mounting	1		19.99	19.99	2.000	2.00	63.74	127.48
1" Seal tite	6		2.00	12.00	0.125	0.75	63.74	47.81
1" AL Seal tite connector	4		16.00	64.00	0.100	0.40	63.74	25.50
#12 AWG	550		0.25	137.50	0.005	2.75	63.74	175.29
Small wire terminations w/ labels	12		1.90	22.80	0.100	1.20	63.74	76.49
1" AL coupling	4		2.99	11.96	0.050	0.20	63.74	12.75
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				594.02		34.45		2195.84
Tax On Material				53.46				
Total Material & Tax				647.48				
Total Labor				2195.84				
Total Material & Labor				2843.32				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				142.17				
Profit				298.55				
Bond cost				32.84				
Total Change Order Cost				**3,316.88**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 045
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/29/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 044 Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding wires to the condensate heaters for EQ Basin Pumps

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Condensate Heaters at EQ Basin Pumps	9/21/2022	$924.54

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$924.54**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$46.23
10. TOTAL SUBCONTRACTOR WORK		**$970.77**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$970.77**
12. BOND & INSURANCE:	0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$970.77**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 045 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 045 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/21/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-14 LB** **RE: Condensate heaters**

Job Name: Northeast WWTP **Rotary Lobe and Post ATAD Pumps**

Per 43 28 58-001.A; Add (2) wires for condensate heaters at each pump.

Add (2) wires at each pump for thermostat wires. Interconnect control & power raceways.

MTR-PMP-**84011**, MTR-PMP-**84012**, MTR-PMP-**96011** and MTR-PMP-**96012**

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
#12 XHHW (Heater VD)	2320		0.25	580.00	0.003	6.96	63.74	443.63
#14 XHHW	2320		0.20	464.00	0.003	6.96	63.74	443.63
12 x12 x 4 4X SS	4		325.00	1300.00	1.250	5.00	63.74	318.70
1.5" Meyers hub / KO	8		16.25	130.00	0.000	0.00	63.74	0.00
Buchananon insulated crimp lugs	16		0.65	10.40	0.125	2.00	63.74	127.48
Small wire terminations	32		1.90	60.80	0.100	3.20	63.74	203.97
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				2545.20		24.12		1537.41
Tax On Material				229.07				
Total Material & Tax				2774.27				
Total Labor				1537.41				
Total Material & Labor				4311.68				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				215.58				
Profit				452.73				
Bond cost				49.80				
Total Change Order Cost				**5,029.79**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 045
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/29/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 044 Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding wires to the condensate heaters for EQ Basin Pumps

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Condensate Heaters at EQ Basin Pumps	9/21/2022	$924.54

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$924.54**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$46.23
10. TOTAL SUBCONTRACTOR WORK		**$970.77**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$970.77**
12. BOND & INSURANCE:	0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$970.77**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 045 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 045 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/22/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-35- LB** **RE: Condensate heaters**

Job Name: Northeast WWTP **EQ Basin equipment**

Per 46 5117-001.B; Add (2) wires for condensate heaters at each jet aeration pump and jet aeration blower.
Add (2) wires at each pump and blower for thermostat wires. Utilize power raceways.
MTR-PMP-**28011,** MTR-PMP-**28012,** MTR-BLR-**26011** and MTR-BLR-**26012**
Not bundled cables, added to feeders from RVSS.
Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
#12 XHHW (Heater VD)	340		0.25	85.00	0.005	1.70	63.74	108.36
#14 XHHW	340		0.20	68.00	0.005	1.70	63.74	108.36
Buchananon insulated crimp lugs	16		0.65	10.40	0.125	2.00	63.74	127.48
Small wire terminations	32		1.90	60.80	0.100	3.20	63.74	203.97
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				224.20		8.60		548.16
Tax On Material				20.18				
Total Material & Tax				244.38				
Total Labor				548.16				
Total Material & Labor				792.54				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				39.63				
Profit				83.22				
Bond cost				9.15				
Total Change Order Cost				**924.54**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 046
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	9/29/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 045 Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding (4) 30A 480V disconnects for TDF drive motors 51011, 52011 and pumps 51021 and 52021 for NEC compliance. Riser E2.17 was revised.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	TDF 30A Disconnects	9/22/2022	$10,788.59

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$10,788.59**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$539.43
10. TOTAL SUBCONTRACTOR WORK		**$11,328.02**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$11,328.02**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$11,328.02**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 046 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 046 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

REQUEST FOR CHANGE PROPOSAL (RCP)

To:	TA Loving Inc.	RCP No.:	**RCP-29**
	400 Patetown Rd	Date:	June 26, 2021
	Goldsboro, NC 27530	Project:	Northeast WWTP Plant Expansion
Att.	Mr. David Pittman	Owner:	Brunswick County Public Utilities

Description of Change: Addition of Disconnects to Tertiary Filters for Drive and Pump Motors. Disconnects are required by NEC for servicing filters.

Provide and Install NEMA -4X/SS disconnects including conduit and support stands for:

- DRV-MTR-51011
- DRV-MTR-52011
- PMP-MTR-51021
- PMP-MTR-52021

Disconnects shall be 30A frame size.

Attachments: Revised E02.17 contract drawing.

Pricing:

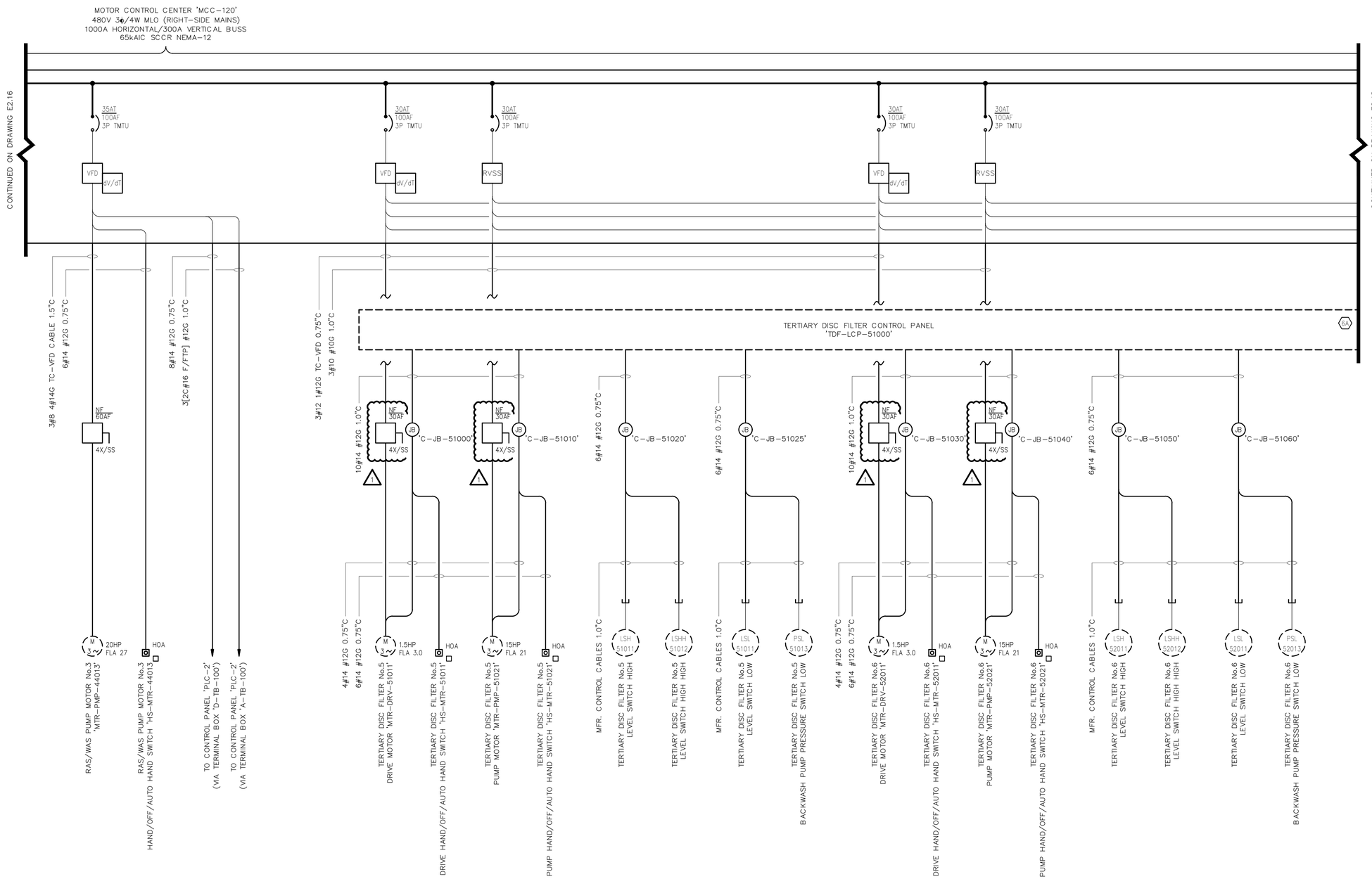
Provide a detailed cost breakdown for the requested change in accordance with Contract Requirements.

The proposed changes described herein are being considered for the above-noted project. Please advise us promptly of your proposed change in contract price and time to accomplish this work. Note that this is not an order to proceed with the proposed change. Notice-to-proceed will be issued later in the form of a Change Order, if it is decided to proceed with this change.

Owner/Representative

Cc: James Beachum, BCPU via/email
Tony Boahn PE, MCE via/email
File: M&C 00069-0047-63A

McKim and Creed 243 North Front Street Wilmington, NC 28401 (910) 343-1048 Fax: (910) 251-8282



GENERAL NOTES:

1. REFERENCE ALL CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS FOR ADDITIONAL REQUIREMENTS AND CONTRACT RESPONSIBILITIES PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL REFERENCE ALL CONTRACT DRAWINGS PRIOR TO EXCAVATION AND INSTALLATION OF UNDERGROUND MAN-HOLES, HAND-HOLES, RACEWAYS, DUCTBANKS AND GROUNDING/BONDING COMPONENTS.
3. ALL AC POWER CONDUCTORS FOR CIRCUITS 100A AND GREATER SHALL BE STRANDED COPPER 600V TYPE XHHW-2 90° C
4. ALL AC POWER CONDUCTORS FOR CIRCUITS LESS THAN 100A SHALL BE STRANDED COPPER 600V TYPE THHN/THWN 75° C
5. ALL CONTROL CONDUCTORS RATED LESS THAN 120V SHALL BE STRANDED COPPER 300V TYPE THHN/THWN 75° C
6. TRANSITIONS THROUGH FINISHED GRADE AND CONCRETE SHALL BE PVC-COATED ALUMINUM CONDUIT EXTENDING 12-INCHES ABOVE AND BELOW TRANSITION.
7. INTERIOR EXPOSED CONDUIT WORK SHALL BE MADE WITH ALUMINUM CONDUIT AND DIE-CAST ALUMINUM FITTINGS.
8. EXTERIOR EXPOSED CONDUIT WORK SHALL BE MADE WITH ALUMINUM CONDUIT OR PVC-COATED ALUMINUM CONDUIT AS REQUIURED WITH LIKE ALUMINUM FITTINGS.
9. ALL UNDERGROUND CONDUIT THAT LEAVE THE ROADWAYS SHALL BE DIRECT-BURIED DUCTBANK.

KEYNOTES:

NOTICE: NOT ALL KEY NOTES ARE UTILIZED ON DRAWING

(1A) EQUIPMENT SUPPLIER SHALL INCLUDE ALL REQUIRED ELECTRICAL LOADING, HEAT AND SPATIAL CALCULATIONS ALONG WITH STRUCTURAL PROVISIONS SUCH THAT FUTURE MOTOR CONTROLLERS AND ASSOCIATIVE CIRCUITRY CAN BE EASILY INSTALLED WITHOUT DISTURBANCE OF EXISTING

(2A) MAKE PROVISIONS, ALLOWANCES AND FREE SPACE FOR THE INSTALLATION OF FUTURE EQUIPMENT TO INCLUDE WORKING CLEARANCES

(2B) INSTALL RACEWAYS REQUIRED FOR SUBSEQUENT CONSTRUCTION PHASES NEAREST FUTURE EQUIPMENT PLACEMENTS WITH PULL-STRING AND PVC THREADED CAP, PROVIDE LOCATIONS ON AS-BUILD DRAWINGS WITH MEASUREMENTS TAKEN FROM THREE (3) STRUCTURAL FEATURES

(3A) NOT USED

(4A) NON-METALLIC BACK BOX, ANGLED WALL BOX ADAPTER, WATER-TIGHT SAFETY SHROUD TWIST-LOCK NEMA L5-20R RECEPTACLE ASSEMBLY HUBBELL PART NUMBERS:
BB2030N, AA2030PS, HBL2310SW OR EQUAL

(4B) CORROSION RESISTANT 125V/20A SINGLE-RECEPTACLE MOUNTED WITHIN PVC FSD DEVICE BOX AND PVC IN-USE COVER. DEVICE BOX SHALL BE MOUNTED WITH STAINLESS-STEEL FASTENERS AND HARDWARE.
RECEPTACLE:
HUBBELL P/N HBL5361-CM OR EQUAL
DEVICE BOX:
CARLON P/N E9811EN OR EQUAL
IN-USE COVER:
CARLON P/N E9UDVHMG OR EQUAL

(4C) INDUSTRIAL GRADE 125V/20A SINGLE-RECEPTACLE FED FROM CLASS-B GFCI BRANCH CIRCUIT BREAKER INSTALLED WITHIN ASSOCIATED POWER PANEL:
RECEPTACLE:
PASS & SEYMOUR P/N 5351W OR EQUAL
WEATHER-RESISTANT DIE-CAST IN-USE COVER:
MULBERRY P/N 30934 OR APPROVED EQUAL

(5A) HEAT-TRACE POWER CONNECTION BOX, NEMA-4X WITH 3/4" CONDUIT ENTRY(IES):
CHROMALOX P/N 393553 OR EQUAL

(5B) HEAT-TRACE AMBIENT-SENSING THERMOSTAT, NEMA-4X 20A RATED SPDT CONTACT SWITCH WITH OPERATING TEMPERATURE SET-POINT (0° F TO 225° F):
CHROMALOX P/N 394038 OR EQUAL

(5C) HEAT-TRACE SELF-REGULATING LOW TEMPERATURE HEATING CABLE, 16AWG 3W/FT @120VAC WITH TINNED COPPER BRAID:
CHROMALOX P/N SRL-3-1CT OR EQUAL

(5D) HEAT-TRACE SIGNAL LIGHT KIT, 1220-277VAC LED INDICATION:
CHROMALOX P/N 394257 OR EQUAL

(5E) VENDOR SUPPLIED HEATING BLANKET

(6A) PROVIDED BY OTHER DIVISIONS FOR INSTALLATION BY DIVISION 26

(7A) FUTURE EQUIPMENT TO BE INSTALLED IN SUBSEQUENT CONSTRUCTION PHASES

MCC-120 POWER AND CONTROL DIAGRAMS 4 OF 9
SCALE: N.T.S.

REV NO.	DESCRIPTION	DATE
1	REVISED PER ENGINEER - ISSUED FOR CONSTRUCTION	24 JUN 2021
0	CONFORMED DRAWINGS - ISSUED FOR CONSTRUCTION	07 OCT 2019
D	ADDENDUM NO. 1 - NOT FOR CONSTRUCTION	12 AUG 2019
C	ISSUED FOR BID - NOT FOR CONSTRUCTION	19 JUL 2019
B	FINAL DESIGN - NOT FOR CONSTRUCTION	14 JUN 2019
A	90% DESIGN SUBMITTAL - NOT FOR CONSTRUCTION	05 JUN 2019

REVISIONS

NORTH CAROLINA PROFESSIONAL SEAL 041530 ENGINEER JASON A GILLENTINE

McKIM&CREED
Venture IV Building, Suite 500
1730 Varsity Drive
Raleigh, North Carolina 27606
Phone: (919) 233-8091, Fax: (919) 233-8031
NC License# F-1222
www.mckimcreed.com

BRUNSWICK COUNTY
NORTH CAROLINA

NORTHEAST BRUNSWICK REGIONAL WATER RECLAMATION FACILITY
2.5 MGD FACILITY EXPANSION

ELECTRICAL
MCC-120 POWER AND CONTROL DIAGRAMS 4 OF 9

PROJ. START DATE:	AUG 2018
MCE PROJ. #	00069-0047
DRAWN	JAG/RCR/SN
DESIGNED	JAG/RCR/SN
CHECKED	JAG/AAH
PROJ. MGR.	AWB

SCALE
HORIZONTAL: N/A
VERTICAL: N/A

M&C FILE NUMBER ES210
DRAWING NUMBER E2.17

STATUS: REVISED DRAWING ISSUED FOR CONSTRUCTION
Revision 1

S:\0069\0047\80-DRAWINGS\ELECTRICAL\ES210_00069-0047.DWG 06/24/2021 09:43:20 JASON GILLENTINE

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 048
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	10/5/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 048 Other Change Request _____

PCO TITLE and Description: This Change Order is for plant coordination study. Study indicated several failures of equipment KAIC ratings. Disconnect and breaker failures were noted and recommended changes were made as reflected in BOM below to pass coordination study. Revised coordination study with changes submitted to engineers.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Coordination Study	10/5/2021	$9,863.23

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$9,863.23**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$493.16
10. TOTAL SUBCONTRACTOR WORK		**$10,356.39**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$10,356.39**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$10,356.39**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 048 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 048 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/22/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-32 -LB** **RE: Plant coordination study**

Job Name: Northeast WWTP

Plant coordination study indicated several failures of equipment KAIC ratings. Disconnect and breaker failures were noted and recommended changes were made as reflected in BOM below to pass coordination study.

Revised coordination study with changes submitted to engineers. EC paid for additonal studies to ensure compliance with recommendations was satisfactory. No additional labor charges to make changes.

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
HD Disc.600V 100A 3P3W F 4X SS	5							
HD Disc.600V 200A 3P3W F 4X SS	1							
HD Disc.600V 60A 3P3W F 4X SS	1							
100A 600V RK5 TD fuse	15							
200A 600V RK5 TD fuse	3							
60A 600V RK5 TD fuse	3							
Seimens BOM Quote	**1**	**Lot**	**9122.32**	**9122.32**	**0.000**	**0.00**	**63.74**	**0.00**
HD Disc.600V 100A 3P3W NF 4X SS	5							
HD Disc.600V 200A 3P3W NF 4X SS	1							
HD Disc.600V 60A 3P3W NF 4X SS	1							
Seimens RMA credited all existing								
disconnects to be changed deduct.	**-1**	**Lot**	**2983.32**	**-2983.32**	**0.000**	**0.00**	**63.74**	**0.00**
HP-100 breaker BOM with RMA exchange.								
NGB series to HGB series adders ea.								
Seimens HGB3BO45B w/ exchange	1	ea.	71.48	71.48				
Seimens HGB3BO60B w/ exchange	1	ea.	71.48	71.48				
Seimens HGB3B020B w/ exchange	2	ea.	71.48	142.96				
Seimens HGB1B020B w/ exchange	30	ea.	44.40	1332.00				
	0	ea.	0.00	0.00	0.000	0.00	63.74	0.00
Total Material				7756.92		0.00		0.00
Tax On Material				698.12				
Total Material & Tax				8455.04				
Total Labor				0.00				
Total Material & Labor				8455.04				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				422.75				
Profit				887.78				
Bond cost				97.66				
Total Change Order Cost				**9,863.23**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 049
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	10/5/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 049 Other_Change Request _____

PCO TITLE and Description: This Change Order is for WAS MOV 45411 that in the specs was listed as open/close but in the submittals was stated as modulating. Being a modulating valve it requires analog "position command" and "feedback" signals to PLC-2.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$0.00
7. TOTAL DIRECT WORK	**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	MOV 45411	9/29/2021	$8,086.20

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$8,086.20**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$404.31
10. TOTAL SUBCONTRACTOR WORK	**$8,490.51**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$8,490.51**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$8,490.51**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 049 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 049 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/29/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-31 LB** **RE:MOV 45411**

Job Name: Northeast WWTP

Per 46 53 61-001.A; Submittal comments indicate no analog controls. Per 26 24 16 2B Instrumentation submittal comments indicate **WAS MOV 45411** shall be open / close type labeled as no issue. EC is unable to determine exactly where MOV was changed from strictly "open / close" to a "modulating" MOV, however, MOV-45411 shipped to site as modulating valve, this aligns with PLC-2 I/O. EC confirmed with GC that this valve is modulating and thus requires the analog "position command" and "feedback" signals to PLC-2.

SOW over 10', 24' scissor lift used- N/C.

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
#12 XHHW	170		0.25	42.50	0.005	0.85	63.74	54.18
16/2 TSP Analog cable	910		0.62	564.20	0.010	9.10	63.74	580.03
Small wire terminations	28		1.90	53.20	0.100	2.80	63.74	178.47
1" RAL OH / field cut / thread	170		2.20	374.00	0.350	59.50	63.74	3792.53
1" AL coupling	19		2.99	56.81	0.050	0.95	63.74	60.55
1" Al ell	3		15.00	45.00	0.250	0.75	63.74	47.81
1" Meyers hub	1		8.25	8.25	0.100	0.10	63.74	6.37
1" SS Kindorf strap	22		4.25	93.50	0.050	1.10	63.74	70.11
1" KO	1		1.99	1.99	0.400	0.40	63.74	25.50
1" seal tite	3		2.00	6.00	0.200	0.60	63.74	38.24
1" AL seal tight connector	2		16.25	32.50	0.215	0.43	63.74	27.41
7/8" SS kindorf / multyple cuts	10		8.50	85.00	0.250	2.50	63.74	159.35
Wood screws	40		0.20	8.00	0.050	2.00	63.74	127.48
SS fender washers	40		0.33	13.20	0.050	2.00	63.74	127.48
Test / debug	1		0.00	0.00	1.000	1.00	63.74	63.74
Start up	1		0.00	0.00	1.000	1.00	63.74	63.74
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				1384.15		85.08		5423.00
Tax On Material				124.57				
Total Material & Tax				1508.72				
Total Labor				5423.00				
Total Material & Labor				6931.72				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				346.59				
Profit				727.83				
Bond cost				80.06				
Total Change Order Cost				**8,086.20**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 050
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	10/5/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __050_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding a 3/4" conduit for polymer injection skid CHM-89011 with (1) 16/2 TSP analog "Speed Command." Add 3/4" conduit for polymer injection skid CHM-89012 with (1) 16/2 TSP analog "Speed Command." both routed via RDT-81000 then to PLC-2. Add #12 ground wire each conduit.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$0.00
7. TOTAL DIRECT WORK	**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Polymer Injection Skids	9/29/2021	$3,011.58

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$3,011.58**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$150.58
10. TOTAL SUBCONTRACTOR WORK	**$3,162.16**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$3,162.16**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$3,162.16**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY.	UNIT	MATERIAL UNIT COST	MATERIAL TOTAL COST	LABOR LABOR RATE	LABOR TOTAL COST	EQUIPMENT UNIT COST	EQUIPMENT TOTAL COST	OTHER UNIT	OTHER TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 050 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 050 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/29/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-38 LB** **RE:Polymer injection Skids**

Job Name: Northeast WWTP

Per 40 61 93-001.A; Add 3/4"c for polymer injection Skid **CHM-89011** with (1) 16/2 TSP analog "Speed Command."
Add 3/4"c for polymer injection Skid **CHM-89012** with (1) 16/2 TSP analog "Speed Command," both routed via
RDT-81000 then to PLC-2. Add #12 ground wire each conduit.
Owner had requested additional "Feedback" anaolog cable to each injection pump, however that signal unavailbale.
Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
#12 XHHW	800		0.25	200.00	0.005	4.00	63.74	254.96
16/2 TSP Analog cable	800		0.62	496.00	0.010	8.00	63.74	509.92
Small wire terminations	28		1.90	53.20	0.100	2.80	63.74	178.47
3/4" PVC	40		0.95	38.00	0.050	2.00	63.74	127.48
3/4" PVC coupling	4		0.65	2.60	0.100	0.40	63.74	25.50
3/4" PVC FA	2		0.65	1.30	0.100	0.20	63.74	12.75
3/4" PVC RAL ell	2		11.95	23.90	0.175	0.35	63.74	22.31
3/4" PVC RAL coupling	2		7.00	14.00	0.000	0.00	63.74	0.00
3/4" AL Meyers hub	1		9.95	9.95	0.500	0.50	63.74	31.87
3/4" AL coupling	2		2.39	4.78	0.100	0.20	63.74	12.75
3/4" seal tite	6		1.50	9.00	0.200	1.20	63.74	76.49
3/4" AL seal tight connector	4		14.65	58.60	0.250	1.00	63.74	63.74
3/4" KO	4		0.99	3.96	0.250	1.00	63.74	63.74
3/4" RAL / field cut / thread	10		1.17	11.70	0.300	3.00	63.74	191.22
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				926.99		24.65		1571.19
Tax On Material				83.43				
Total Material & Tax				1010.42				
Total Labor				1571.19				
Total Material & Labor				2581.61				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				129.08				
Profit				271.07				
Bond cost				29.82				
Total Change Order Cost				**3,011.58**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 051
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	10/5/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: __051_____Other_Change Request _____

PCO TITLE and Description: This Change Order is for adding thermostat wiring to motors, deleting discrete signals, and pulling fiber optic cable for the grit removal system.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Grit Removal System	9/27/2021	-$6,245.09

8. SUB-TOTAL SUBCONTRACTOR WORK:		**($6,245.09)**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	0%	$0.00
10. TOTAL SUBCONTRACTOR WORK		**($6,245.09)**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**($6,245.09)**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**($6,245.09)**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 051 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 051 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/27/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-18 LB** **RE: Grit removal system**

Job Name: Northeast WWTP **Add thermostat wiring to motors, delete discrete, pull fiber optic cable**

46 23 00-001.A directs EC to reduce from 40-#14 to 30-#14 control wires to GRT-LCP-17031.
Grit control panel came with fiber optic integration, Owner opted to have EC pull fiber optic cable for this. It was discussed that EC provide some #14's still for possible hardwire "run" commands from PLC in addition to fiber optic.
De terminate fiber optic cable previouly pulled, reroute, add more fiber optic cable to complete "daisy chain" via MHs
Submittal comments also add (2) #12 to each motor for thermals from CP. PMP-17031, MTR-17032 & MTR-17033
Electrical riser E2.15 indicates SOOW cable to MTR-PMP-17031, AUG-MTR-17032, MTR-AGT-17033, MOV-17031
Owner has indicated repeatedly no exposed SOOW cables, EC to provide raceways complete to equipment.
Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
Credit (40) #14 discrete control wires	-17000		0.20	-3400.00	0.005	-85.00	63.74	-5417.90
Small wire terminations	-80		1.90	-152.00	0.100	-8.00	63.74	-509.92
Add (6) #14 discrete control wires	2550		0.20	510.00	0.005	12.75	63.74	812.69
Small wire terminations	12		1.90	22.80	0.100	1.20	63.74	76.49
Determ, pull back, re route & add fiber	800		0.00	0.00	0.020	16.00	63.74	1019.84
3/4" AL seal tite connectors	12		13.80	165.60	0.250	3.00	63.74	191.22
3/4" Seal tite	21		1.56	32.76	0.175	3.68	63.74	234.24
3/4" AL coupling	2		2.25	4.50	0.275	0.55	63.74	35.06
3/4" SS straps	8		2.75	22.00	0.125	1.00	63.74	63.74
#12 XHHW	240		0.25	60.00	0.005	1.20	63.74	76.49
Small wire terminations	6		1.90	11.40	0.100	0.60	63.74	38.24
Buchannon insulated B caps	6		0.65	3.90	0.125	0.75	63.74	47.81
Wire ID	6		1.90	11.40	0.100	0.60	63.74	38.24
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				-2707.64		-51.68		-3293.76
Tax On Material				-243.69				
Total Material & Tax				-2951.33				
Total Labor				-3293.76				
Total Material & Labor				-6245.09				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				0.00				
Profit				0.00				
Bond cost				0.00				
Total Change Order Cost				**(6,245.09)**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 052
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	10/5/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 052 Other_Change Request _____

PCO TITLE and This Change Order is for changes made for RDT-81000. Description of changes and quote attached with this change order.
Description:

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	RDT-81000	9/25/2021	$51,812.39

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$51,812.39**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$2,590.62
10. TOTAL SUBCONTRACTOR WORK		**$54,403.01**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$54,403.01**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$54,403.01**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 052 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 052 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

Recommended Template

Engineer's Report for Water Main Extensions

Date: _____

Project Name: Silo Ridge Well Project

Water System Name: N/A

Water System ID: N/A

County of Project: PENDER COUNTY

Prepared by:

Anthony W. Boahn

McKim & Creed, Inc.

243 N Front Street Wilmington, NC 28401

This form includes the minimum information needed for the N.C. Public Water Supply Section to review water main extension projects. Complex or unique design conditions must be addressed in a supplemental document as deemed appropriate by the design engineer.

Signature and seal of professional engineer that prepared this report

I attest that this engineer's report has been prepared by me, or under my responsible charge, and is accurate, complete and consistent with the information supplied in the engineering calculations. I further attest that the proposed design has been prepared in accordance with 15A NCAC 18C. Although page 4 of this report incorporates data provided by others, inclusion of these materials under my seal signifies that I have reviewed this material and have judged it to be consistent with the proposed design.

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

9/25/2021

GC: TA Loving

David Pittman

From: Leland Burnham **CO-20 LB** **RE: RDT-81000**

Job Name: Northeast WWTP **Rotary Drum Thickeners**

Extensive scope of work changes from riser diagram E2.04. Below is recap of SOW from (2) submittals

Per **26 24 16-2.B**; Change RDT to PLC2 discrete conduit from 1.25"c w/ (20)-#14 & (1) #12 to 2"c w/ 32 #14 (1) #12.

Change RDT to PLC analog conduit from 1.25" w/ (4) 16/2 TSP to a 2"c w/ (12) 16/2 TSP & (1) #12.

Change RDT to remote LCP discrete conduit from 1.25"c w/ (20) #14 & (1) #12 to a 2"c w/ (60) #14 & (1) #12.

Add 1.25"c, RDT to remote LCP, w/ (6) 16/3 TSP & (1) #12. Add 1.25"c, RDT to LCP w/ (6) 16/2 TSP & (1) #12

Per **40 61 93-001.A;** Change RDT to PLC-2 discrete conduit from 1.25" w/ (20) #14 & (1) #12 to a 2"c w/ (80) #14 & (1) #12. Change RDT to PLC analog conduit from 1.25" w/ (4) 16/2 TSP to a 2"c w/ (14) 16/2 TSP & (1) #12.

Change RDT to remote LCP discrete conduit from 1.25"c w/ (20) #14 & (1) #12 to a 2"c w/ (80) #14 & (1) #12.

Add 1.25"c, RDT to remote LCP, w/ (6) 16/2 TSP & (1) #12. Add (3) .75"c w/ (1) 16/2 TSP & (1) #12 each for added pressure tansmitters, 81413, 81423 & 81433. Add (4) #14 to SOV 81222. Add (2) #12 & (1) #12 for (4) motors for thermals, MTR-81021, MTR-81031, MTR-81022 & MTR-81032. No revised electrical dwgs were issued.

Elevated work, 24' Scissor lift. Route pressure transmitters to RDT-81000 VFD panel.

PLC HR pass thru MH and termination cabinets, A-TB-100 & D-TB-100 Bid worksheet credits and labor 9.9.20

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
1.25" PVC UG- Credit Discrete to PLC	-340	FT	0.52	-176.80	0.040	-13.60	63.74	-866.86
1.25" PVC Coupling	-5		0.24	-1.20	0.050	-0.25	63.74	-15.94
1.25" PVC FA	-2		0.36	-0.72	0.150	-0.30	63.74	-19.12
1.25" PVC Bell end	-3		1.73	-5.19	0.150	-0.45	63.74	-28.68
1.25" PVC RAL / cut / thread	-10		1.95	-19.50	0.400	-4.00	63.74	-254.96
1.25" RAL Elbow / coated	-2		17.64	-35.28	0.900	-1.80	63.74	-114.73
1.25" RAL Coupling	-3		3.60	-10.80	0.100	-0.30	63.74	-19.12
1.25" SS Kindorf strap	-2		3.10	-6.20	0.100	-0.20	63.74	-12.75
1.25" AL Meyers hub	-1		7.34	-7.34	0.400	-0.40	63.74	-25.50
(20) #14 XHHW Discrete	-8160	FT	0.08	-652.80	0.005	-40.80	63.74	-2600.59
Small wire terminations	-80	Ea	1.90	-152.00	0.100	-8.00	63.74	-509.92
2" PVC UG- Revised Discrete to PLC	340	FT	2.15	731.00	0.060	20.40	63.74	1300.30
2" PVC Coupling	5		0.47	2.35	0.065	0.33	63.74	20.72
2" PVC FA	2		0.60	1.20	0.150	0.30	63.74	19.12
2" PVC Bell end	3		2.85	8.55	0.200	0.60	63.74	38.24
2" PVC RAL / cut / thread	10		3.22	32.20	0.500	5.00	63.74	318.70
2" PVC RAL elbow / coated	2		62.83	125.66	1.200	2.40	63.74	152.98
2" RAL Coupling	3		5.91	17.73	0.100	0.30	63.74	19.12
2" SS Kindorf strap	2		5.75	11.50	0.125	0.25	63.74	15.94
2" AL Meyers hub	1		22.00	22.00	0.600	0.60	63.74	38.24
(80) #14 XHHW Discrete *(6.2 miles!)*	32640	FT	0.20	6528.00	0.005	163.20	63.74	10402.37
Small wire terminations	320	Ea	1.90	608.00	0.100	32.00	63.74	2039.68
1.25" PVC UG- Credit Analog to PLC	-340	FT	0.52	-176.80	0.040	-13.60	63.74	-866.86
1.25" PVC Coupling	-5		0.24	-1.20	0.050	-0.25	63.74	-15.94
1.25" PVC FA	-2		0.36	-0.72	0.050	-0.10	63.74	-6.37
1.25" PVC Bell end	-3		1.73	-5.19	0.150	-0.45	63.74	-28.68
1.25" PVC RAL	-10		1.95	-19.50	0.400	-4.00	63.74	-254.96
1.25" RAL Elbow / coated	-2		17.64	-35.28	0.900	-1.80	63.74	-114.73
1.25" RAL Coupling	3		3.60	10.80	0.100	0.30	63.74	19.12
1.25" SS Kindorf strap	-2		3.10	-6.20	0.100	-0.20	63.74	-12.75
1.25" AL Meyers hub	-1		7.34	7.34	0.400	-0.40	63.74	-25.50
(4) 16/2 TSP Analog cables	-1632	FT	0.39	-636.48	0.010	-16.32	63.74	-1040.24
Small wire terminations	-48	Ea	1.90	-91.20	0.100	-4.80	63.74	-305.95
2" PVC UG- Revised Analog to PLC	340	FT	2.15	731.00	0.060	20.40	63.74	1300.30
2" PVC Coupling	5		0.47	2.35	0.065	0.33	63.74	20.72
2" PVC FA	2		0.60	1.20	0.150	0.30	63.74	19.12
2" PVC Bell end	3		2.85	8.55	0.200	0.60	63.74	38.24
2" PVC RAL / cut / thread	10		3.22	32.20	0.500	5.00	63.74	318.70

2" PVC RAL elbow / coated	2		62.83	125.66	1.200	2.40	63.74	152.98
2" RAL coupling	3		5.91	17.73	0.100	0.30	63.74	19.12
2" SS Kindorf strap	2		5.75	11.50	0.125	0.25	63.74	15.94
2" AL Meyers hub	1		22.00	22.00	0.600	0.60	63.74	38.24
(14) 16/2 TSP Analog cables	5712	FT	0.62	3541.44	0.010	57.12	63.74	3640.83
Small wire terminations	168	Ea	1.90	319.20	0.100	16.80	63.74	1070.83
1.25" RAL OH Credit RDT to remote	-65	FT	1.95	-126.75	0.400	-26.00	63.74	-1657.24
1.25" AL Elbow	-3		14.00	-42.00	0.300	-0.90	63.74	-57.37
1.25" AL Coupling	-9		3.60	-32.40	0.100	-0.90	63.74	-57.37
1.25" AL Meyer hub	-2		7.34	-14.68	0.400	-0.80	63.74	-50.99
1.25" AL EYS	-1		22.05	-22.05	0.650	-0.65	63.74	-41.43
1.25" SS Kindorf strap	-8		3.10	-24.80	0.100	-0.80	63.74	-50.99
1.25" KO	-2		0.99	-1.98	0.300	-0.60	63.74	-38.24
(20) #14 XHHW Discrete	-1560	FT	0.08	-124.80	0.005	-7.80	63.74	-497.17
Small wire terminations	-40	Ea	1.90	-76.00	0.100	-4.00	63.74	-254.96
2" RAL OH Revised RDT to remote	65	FT	3.22	209.30	0.500	32.50	63.74	2071.55
2" AL Elbow	3		27.55	82.65	0.400	1.20	63.74	76.49
2" AL Coupling	9		5.91	53.19	0.100	0.90	63.74	57.37
2" AL Meyer hub	2		22.00	44.00	0.600	1.20	63.74	76.49
2" AL EYS	1		43.36	43.36	0.900	0.90	63.74	57.37
2" SS Kindorf strap	8		5.75	46.00	0.125	1.00	63.74	63.74
2" KO	2		0.99	1.98	0.500	1.00	63.74	63.74
(80) #14 XHHW Discrete	6240	FT	0.20	1248.00	0.005	31.20	63.74	1988.69
Small wire terminations	160	Ea	1.90	304.00	0.100	16.00	63.74	1019.84
1.25" RAL OH Adder RDT to remote	65		1.95	126.75	0.400	26.00	63.74	1657.24
1.25" AL Elbow	3		14.00	42.00	0.300	0.90	63.74	57.37
1.25" AL Coupling	9		3.60	32.40	0.100	0.90	63.74	57.37
1.25" AL Meyer hub	2		7.34	14.68	0.400	0.80	63.74	50.99
1.25" AL EYS	1		22.05	22.05	0.650	0.65	63.74	41.43
1.25" SS Kindorf strap	8		3.10	24.80	0.100	0.80	63.74	50.99
1.25" KO	2		0.99	1.98	0.300	0.60	63.74	38.24
(6) 16/3 TSP Analog cables	468	FT	0.80	374.40	0.005	2.34	63.74	149.15
Small wire terminations	48	Ea	1.90	91.20	0.450	21.60	63.74	1376.78
1.25" RAL OH Adder RDT to remote	65		1.95	126.75	0.400	26.00	63.74	1657.24
1.25" AL Elbow	3		14.00	42.00	0.100	0.30	63.74	19.12
1.25" AL Coupling	9		3.60	32.40	0.400	3.60	63.74	229.46
1.25" AL Meyer hub	2		7.34	14.68	0.650	1.30	63.74	82.86
1.25" AL EYS	1		22.05	22.05	0.650	0.65	63.74	41.43
1.25" SS Kindorf strap	8		3.10	24.80	0.100	0.80	63.74	50.99
1.25" KO	1		0.99	0.99	0.300	0.30	63.74	19.12
(6) 16/2 TSP Analog cables	468	FT	0.62	290.16	0.010	4.68	63.74	298.30
Small wire terminations	36		1.90	68.40	0.100	3.60	63.74	229.46
SOV 81222 Add (4) #14	200		0.20	40.00	0.005	1.00	63.74	63.74
Small wire terminations	8		1.90	15.20	0.100	0.80	63.74	50.99
Add thermals (4) Motors (Total 9) #12	690	FT	0.24	165.60	0.005	3.45	63.74	219.90
Small wire terminations	12		1.90	22.80	0.100	1.20	63.74	76.49
Buchanon B cap insulated crimps	8		0.65	5.20	0.125	1.00	63.74	63.74
Wire ID markers at Motors	8		1.90	15.20	0.100	0.80	63.74	50.99
#12 ring terminal	4		0.89	3.56	0.150	0.60	63.74	38.24
3/4" RAL OH Pressure transmitters	150	FT	1.10	165.00	0.300	45.00	63.74	2868.30
3/4" AL Elbow	9		6.35	57.15	0.075	0.68	63.74	43.02
3/4" AL Coupling	24		2.25	54.00	0.275	6.60	63.74	420.68
3/4" AL Meyer hub	3		6.00	18.00	0.500	1.50	63.74	95.61
3/4" AL EYS	3		15.96	47.88	0.500	1.50	63.74	95.61
3/4" SS Kindorf strap	27		2.75	74.25	0.100	2.70	63.74	172.10
3/4" KO	3		0.99	2.97	0.250	0.75	63.74	47.81
(6) 16/2 TSP Analog cables	225	FT	0.62	139.50	0.010	2.25	63.74	143.42
Small wire terminations	36		1.90	68.40	0.100	3.60	63.74	229.46
AL LB condulet / cover / gasket	3		12.35	37.05	0.200	0.60	63.74	38.24
3/4" to 1/2" RE Bushing	3		1.19	3.57	0.100	0.30	63.74	19.12
1/2" Liquidtite	15		0.79	11.85	0.125	1.88	63.74	119.51
1/2" AL straight LQ tite conn	6		12.47	74.82	0.200	1.20	63.74	76.49
#12 AWG GRD Dis. & AN. Conduits	325		0.24	78.00	0.005	1.63	63.74	103.58
Debug / testing all additional wiring	4		0.00	0.00	1.000	4.00	63.74	254.96

Start up additional equipment	2		0.00	0.00	1.000	2.00	63.74	127.48
Total Material				14898.27		442.05		28175.95
Tax On Material				1340.84				
Total Material & Tax				16239.11				
Total Labor				28175.95				
Total Material & Labor				44415.06				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				2220.75				
Profit				4663.58				
Bond cost				512.99				
Total Change Order Cost				**51,812.39**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 053
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	10/13/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: 053 Other_Change Request _____

PCO TITLE and Description: This Change Order is for relocating the electrical stanchion located at the headworks flowmeter. Effects schedule by 5 days.

1. LABOR (See attached itemized breakdown)		$0.00
2. MATERIALS (See attached itemized breakdown)		$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK		**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK	15%	$0.00
7. TOTAL DIRECT WORK		**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Relocate Flow Meter 11420	10/8/2021	$4,745.35

8. SUB-TOTAL SUBCONTRACTOR WORK:		**$4,745.35**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	5%	$237.27
10. TOTAL SUBCONTRACTOR WORK		**$4,982.62**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		**$4,982.62**
12. BOND & INSURANCE: 0.00% of subtotal # 11		$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		**$4,982.62**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 041

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			EA		$0.00		0.00		0.00		0.00
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			HR		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			DY		$0.00		0.00		0.00		
			Ton		$0.00		0.00		0.00		
			yds		$0.00		0.00		0.00		
			SY		$0.00		0.00		0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 053 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 5 days.

TOTAL DAYS

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 053 Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

10/8/2021

GC: TA Loving

David Pittman

From: Leland Burnham — **CO 40-LB RE: Relocate Flow Meter 11420**

Job Name: Northeast WWTP

Relocate flow meter stanchion to Northeast corner of vault. Relocate float j box to Northeast corner of vault.
Determinate all in place wiring. Extend UG conduits, relocate stanchions, replace wiring and cables, re terminate.
Extend ground grid. Core holes into vault. Excavate for ground and raceways, backfill and tamp.
Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
Determinate installed wire and cable	28		0.00	0.00	0.100	2.80	63.74	178.47
Pull out existing cables to LCP 21500	130		0.00	0.00	0.015	1.95	63.74	124.29
Pull out existing 120V circuit	390		0.00	0.00	0.005	1.95	63.74	124.29
Pull out existing transmitter cables	50		0.00	0.00	0.015	0.75	63.74	47.81
Pull out discrete wiring to float	360		0.00	0.00	0.005	1.80	63.74	114.73
Demo existing rack / raceways /boxes	1		0.00	0.00	6.000	6.00	63.74	382.44
Seal vault penetrations / Lot	1		20.00	20.00	2.000	2.00	63.74	127.48
Extend ground, excavate / tape/ backfill	15		0.00	0.00	0.250	3.75	63.74	239.03
4/0 bare	15		3.79	56.85	0.025	0.38	63.74	23.90
Cad weld 150 shot	1		18.00	18.00	0.350	0.35	63.74	22.31
Extend UG raceways .75"	20		1.20	24.00	0.050	1.00	63.74	63.74
.75" PVC coupling	1		0.40	0.40	0.050	0.05	63.74	3.19
1" PVC UG	20		1.74	34.80	0.050	1.00	63.74	63.74
1" PVC coupling	1		0.50	0.50	0.050	0.05	63.74	3.19
Core holes vault / 1.5" wet core bit	3		76.00	228.00	0.800	2.40	63.74	152.98
Re build equipment rack / j boxes, etc	1		0.00	0.00	8.000	8.00	63.74	509.92
Drill / SS wedge anchor / SS hardware	8		4.99	39.92	0.200	1.60	63.74	101.98
Relocate float j box and stanchion	1		0.00	0.00	3.250	3.25	63.74	207.16
Re pull analog cables- new	150		0.69	103.50	0.015	2.25	63.74	143.42
Re pull 120V wire 3-#12- new	450		0.26	117.00	0.005	2.25	63.74	143.42
Re install instrument cables into vault	50		0.99	49.50	0.015	0.75	63.74	47.81
Small wire terminations	28		1.90	53.20	0.100	2.80	63.74	178.47
Re pull discrete w/ grd #14 &	300		0.20	60.00	0.005	1.50	63.74	95.61
#12 ground- new	150		0.26	39.00	0.005	0.75	63.74	47.81
Excavater & tamper / operator- N/C	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				844.67		49.38		3147.16
Tax On Material				76.02				
Total Material & Tax				920.69				
Total Labor				3147.16				
Total Material & Labor				4067.85				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				203.39				
Profit				427.12				
Bond cost				46.98				
Total Change Order Cost				**4,745.35**				

T. A. Loving Company
400 Patetown Road / P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 054
Rev000

PROPOSED CHANGE ORDER

Project Name:	Northeast Brunswick Regional WWTP Facility Expansion	TAL Proj. No.	3845
Location:	Navassa, NC	Date	10/27/2021
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim&Creed	Spec. Section	

Reference: RFP No.: ____ Work Directive No.: ____ Field Order No.: 056 Other_Change Request ____

PCO TITLE and Description: This Change Order is for adding miscelaneous items for the scum pumps, credit for the seal water at biodenipho ditches, plc breaker changes, and hvac changes.

1. LABOR (See attached itemized breakdown)	$0.00
2. MATERIALS (See attached itemized breakdown)	$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	$0.00
4. TIME EXTENSION FIELD COSTS** 0 DAYS @ $0.00 PER DAY	$0.00
5. SUB-TOTAL DIRECT WORK	**$0.00**
6. OVERHEAD & PROFIT ON DIRECT WORK 15%	$0.00
7. TOTAL DIRECT WORK	**$0.00**

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Melton Electric, Inc.	Delete Seal Water	10/26/2021	$529.41

8. SUB-TOTAL SUBCONTRACTOR WORK:	**$529.41**
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 5%	$26.47
10. TOTAL SUBCONTRACTOR WORK	**$555.88**
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	**$555.88**
12. BOND & INSURANCE: 0.00% of subtotal # 11	$0.00
13. TOTAL CHANGE PROPOSAL REQUEST	**$555.88**

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The Contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:

T. A. Loving Company

_____ Date: _____

Brunswick County Public Utilities

_____ Date: _____

McKim&Creed

_____ Date: _____

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 055

Rev000

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				$0.00
B. Miscellaneous/Waste material			of A	$0.00
C. Freight				$0.00
D. SUBTOTAL				$0.00
E. Sales Tax	Exempt	6.75%	of D	$0.00
F. TOTAL MATERIAL				**$0.00**
LABOR COST				
G. Labor (From takeoff worksheet)				$0.00
H. Small Tools		1.50%	of Labor	$0.00
I. Clean-up		1.00%	of Labor	$0.00
J. Safety		1.00%	of Labor	$0.00
K. Safety Training		0.75%	of Labor	$0.00
L. Reproduction Costs				$0.00
M. As-Built Drawings	0	$73.00	HR	$0.00
N. Testing		0.00%	of Labor	$0.00
O. Warranty Work		0.00%	of Labor	$0.00
P. Punch List		0.00%	of Labor	$0.00
Q. TOTAL LABOR				**$0.00**
EQUIPMENT/OTHER				
R. Equipment (From take off worksheet)				$0.00
S. Equipment Fuel Surcharge		2.50%	of Equipment	$0.00
T. Equipment Repairs		2.00%	of Equipment	$0.00
U. Equipment Yard Work		2.00%	of Equipment	$0.00
V. Assigned Equipment		0%	of Equipment	$0.00
W. Other (From take off worksheet)				$0.00
X. TOTAL EQUIPMENT/OTHER				**$0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 055
REV00

TAKE OFF WORKSHEET

				MATERIAL		LABOR		EQUIPMENT		OTHER	
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
			LS		$0.00						0.00
			LS		$0.00						
			LS		$0.00						
			LS		$0.00		0.00				
			HR		$0.00		0.00				
			HR		$0.00		0.00				
			HR		$0.00				0.00		
					0.00		**0.00**		**0.00**		**0.00**

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 054 Rev000

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

This will effect the schedule by 5 days.

TOTAL DAYS 0

T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Proposed Change Order No.: 054
Rev00

TIME EXTENSION FIELD COSTS

				Qty	Units	Unit Cost	Cost/Wk	Cost/Mo	Cost Per Day
	Site Project Manager			#####	HR	$ 132.00			1056
	Superintendent			#####	HR	$ 232.00			1856
	Project Engineer			#####	HR	$ 90.00			720
	Surveyor				HR				
	Foreman			#####	HR	$ 178.00			1424
	Subsistence/Per Diem(5men)				DY				$ -
	Hotel/Apartment Rent (1 Room)				DY				
	Hotel/Apartment Utilities								
	Apartment Furnishings								
	Temp Office Trailer								
	Temp Engineers Trailer								
	Temp Storage Trailer								
	Temp Utilities								
	Portable Toilets								
	Cellular Phones								
	Office Supplies								
	Office Equipment misc								
	Fax Machine								
	Copy Machine								
	Computer & Internet								
	Printer								
	Safety								
	Employee Drug Testing								
	Daily Cleanup								
	Dumpster								
	Drinking Water								
	Ice & Cups								
	Pick-Up Trucks								
	Gas & Oil								
	Equipment Repair								
	Warranty Extensions								
	Builders Risk Insurance								$ -
TOTAL SITE GENERAL CONDITIONS COST PER DAY									$0.00

MELTON ELECTRIC, INC.

111 Jacob Lane Myrtle Beach S.C. 29579
P - (843) 236-3030 F - (843) 236-3040

10/26/2021

GC: TA Loving

David Pittman

From: Leland Burnham — **CO-41- LB RE: Delete seal water**

Job Name: Northeast WWTP

Scum pumps #1 and #2 have motor operated, recirculation valves not shown on electrical drawings.
Credit Biodephino pits seal water, UG conduit and J boxes installed, credit 120V circuitry.
Change existing 20A to 30A CB to PLC #1 & #2.- Give owner 20A as attic stock. Pull new #10 wire.
Change HVAC CB 45A- Give owner 60A as attic stock-no Seimens credit.

Request additional time based on man-hours submitted per this change order request number.

Description of Material	Qty		Mat Unit	Mat Ext	Lbr unit	Lbr Ext	Lbr Cost	Lbr Total
#12 THHN (PLC)	-240		0.25	-60.00	0.005	-1.20	63.74	-76.49
#10 THHN (PLC)	240		0.36	86.40	0.005	1.20	63.74	76.49
Seimens SP 30A (PLC)	2		27.66	55.32	0.350	0.70	63.74	44.62
#8 THHN (HVAC)	280		0.43	120.40	0.007	1.96	63.74	124.93
#6 THHN (HVAC)	-280		0.52	-145.60	0.007	-1.96	63.74	-124.93
Seimens 3P 45A (HVAC)	1		229.24	229.24	0.450	0.45	63.74	28.68
480V 45A fuses (HVAC)	3		19.00	57.00	0.200	0.60	63.74	38.24
#12 XHHW (MOVs)	300		0.25	75.00	0.005	1.50	63.74	95.61
#14 XHHW (MOVs)	800		0.22	176.00	0.004	3.20	63.74	203.97
Small wire terminations (MOVs)	32		1.90	60.80	0.100	3.20	63.74	203.97
3/4" seal tite (MOVs)	6		1.50	9.00	0.200	1.20	63.74	76.49
AL seal tite connector (MOVs)	4		14.65	58.60	0.250	1.00	63.74	63.74
#12 THHN (seal water)	-1670		0.25	-417.50	0.005	-8.35	63.74	-532.23
Small wire terminations (seal water)	-12		1.90	-22.80	0.100	-1.20	63.74	-76.49
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
	0		0.00	0.00	0.000	0.00	63.74	0.00
Total Material				281.86		2.30		146.60
Tax On Material				25.37				
Total Material & Tax				307.23				
Total Labor				146.60				
Total Material & Labor				453.83				
Quote Freight / Seimens Quote				0.00				
quote				0.00				
quote				0.00				
quote				0.00				
Tax on quoted items				0.00				
Total quotes & Tax				0.00				
Sub-contractor				0.00				
Overhead				22.69				
Profit				47.65				
Bond cost				5.24				
Total Change Order Cost				**529.41**				

APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
June 21, 2021

Action Item # V. - 14.
Utilities - Northeast Regional WWTP Expansion Change Order

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners approve a change order in the amount of $70,967.74 and a time extension of 71 calendar days for work associated with the Northeast Brunswick Regional Wastewater Treatment Plant 2.5 MGD Expansion Project. This will adjust the not-to-exceed total contract amount from $41,653.213.31 to $41,724,180.05, and the project completion deadline from October 28, 2021, to January 7, 2022.

Background/Purpose of Request:
By action taken October 7, 2019, the Board of Commissioners approved appropriations and execution of a contract with T. A. Loving Company to construct a 2.5 MGD expansion of the Northeast Brunswick Regional Wastewater Treatment Plant. The project will result in the plant having a capacity of 4.975 MGD.

A total of 25 change items have been requested by the contractor. These items include necessary changes to process piping, chemical handling & spill containment equipment, electrical gear, process control and monitoring systems, odor control systems, and HVAC systems. A letter summarizing the necessary changes and time extension is attached along with supporting documentation for each change item. A time extension of 71 days to account for excessive rain event impacts (47 days), pandemic impacts on the contractor's work force (23 days), and changes to the scope of work (1 day) is requested.

Baring additional delays in receiving equipment, and/or excessive weather delays, the contractor expects the project to be completed prior to January 7, 2022. A final change order will be necessary to adjust for unused contingency, additional necessary changes to the work, and actual quantities of unit price work performed.

Staff recommends approval of the change order amount ($70,967.74) and extending the completion deadline by 71 days. The resulting contract amount will become $41,724,180.05 and the resulting project completion deadline will become January 7, 2022.

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

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend the Board of Commissioners approve a change order in the amount of $70,967.74 and a time extension of 71 calendar days for work associated with the Northeast Brunswick Regional Wastewater

Clerk to the Board of Commissioners

Routing Sheet for Board Action

Date of Meeting: 6/21/2021

Ref: Utilities - Northeast Regional WWTP Expansion Change Order

- [x] Received by Clerk's Office — Date Received: 6/21/2021 — # Originals: 2
- [x] Approved by Board of Commissioners
- [x] Filed & Sent to Dept. — Date Sent: 6/22/21 — # Originals: 1
- [ ] Received by Department — Date Received: 6/22/21 — # Originals: 1

Signature of Recipient: [signature]

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

BRUNSWICK COUNTY
CHANGE ORDER NO.

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

PROJECT: Northeast Brunswick WWTP Expansion
ORIG. TIME OF COMP. CAUSE CODE:
720 days
ORIG. DATE OF COMP.
Oct. 28, 2021

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)

See attached letter from McKim and Creed dated May 19, 2021 which includes a description of each change.

The Time of Completion including previous orders is 720 calendar days and shall be (increased) (~~decreased~~) (~~unchanged~~) by 71 calendar days by this change order for a revised Contract date of completion of January 7, 2022. (Detailed analysis supporting the requirements for a change in duration is attached) See TA Loving letter dated May 19, 2021.

CONTRACT COST SUMMARY

					TOTALS
1. Original Contract Amount					$41,653,213.31
2. Amount of Previous Orders	ADD	$0	Deduct	$0	
3. Amount of This Order:	ADD	$70,967.74	Deduct	$0	
4. Total additions lines 2 & 3			Minus Total Deducts:	$0	$70,967.74

(Line 4 shall show the net amount to be added or [deducted] from the **original** Contract amount.)
5. Revised Contract Total Amount $41,724,181.05

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.

TA Loving Company (Contractor) By: David W. Patton 6-9-21 (Date)

McKim and Creed Inc. (Designer) By: [signature] 6-18-21 (Date)

Robert Tweedy (Owner) By: Robert Tweedy 6.17.21 (Date)

Brunswick County (County Commissioners) By: [signature] ~~Frank Williams~~, Chairman Randy Thompson 6/21/2021 (Date)

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

Julie A. Miller
Brunswick County Finance Officer

Approved as to Form
Brunswick County Attorney

BRUNSWICK COUNTY NORTH CAROLINA

DISTRIBUTION: 1 original to Owner 1 original to Contractor

DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE:	**May 19, 2021**		
REQUEST NO.:	**Change Order No. 1**	PROJECT NAME:	**Northeast Brunswick Regional WRF 2.5 MGD Facility Expansion**
OWNER:	**Brunswick County Public Utilities**	CONTRACTOR:	**TA Loving Company**
DESIGNER:	**McKim and Creed Inc.**	CONTRACT FOR:	**Existing NE WWTP Plant Expansion**

REASON FOR CHANGE:

See McKim and Creed letter to BCPU dated May 19, 2021.

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

See McKim and Creed letter to BCPU dated May 19, 2021.

DESIGNER SUMMARY:

1. Schedule items affected by this change: **See McKim and Creed letter to BCPU dated May 19, 2021.**
2. Can Contractor mitigate the change without requiring a Contract time extension? No
3. Will the change require a Contract time extension for other Contractors? No Which?
4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below.

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

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: May 19, 2021

Title: Senior Construction Administrator

End

Of

Original

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 22.

From: Utilities - On-Call Grants Contract

John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners approve budget amendment and authorize the Chairman and Clerk to the Board to approve the contract with The Ferguson Group, LLC (TFG) for consulting services associated with grant writing and other grant related assistance.

Background/Purpose of Request:
Earlier this year, the County entered into an agreement with Ward & Smith, PA to assist with identifying infrastructure grant opportunities. The Ferguson Group, LLC is a subcontractor that Ward & Smith is using in this process. TFG offers a full suite of grant support services and specializes in representing public and private entities seeking to procure competitive grants and loans. TFG will provide the following Grant Services to Brunswick County on an as needed basis:

- Access to dedicated grant experts
- Project specific grant research
- Locating and providing access to successful grant applications
- Grant writing
- Grant review and editing
- Grant debriefs
- Grant Training

Fiscal Impact:
Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates $30,000 of water miscellaneous revenue for contract award

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Approved as revised with not-to-exceed $30,000 language.

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend the Board of Commissioners approve budget amendment and authorize the Chairman and Clerk to the Board to approve the contract with The Ferguson Group, LLC (TFG) for consulting services associated with grant writing and other grant related assistance.

ATTACHMENTS:

Description

- Grant Services Agreement (NTE 30k)
- Utilities - 11/22/2021 Grant Email - Attach 2
- 20211206 Budget Amendment Water Grant Opportunities.pdf

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The Ferguson Group
Advocacy. Consulting. Grants.

November 19, 2021

Mr. Randell Woodruff
County Manager
Brunswick County
30 Government Center Drive NE, 3rd Floor
Bolivia, NC 28422

Mr. Woodruff:

The Ferguson Group, LLC (TFG) welcomes the opportunity to provide on-call grant consulting and writing services to Brunswick County, NC. For nearly 40 years, TFG has led the way in the federal, state, and private grant space. We offer a full suite of grant support services, providing our clients a competitive advantage in securing highly sought-after grant dollars. We specialize in representing public and private entities who share our passion for building strong and vibrant communities. Competitive grants and loans provide cities, counties, special districts, and other public agencies, as well as institutions of higher learning, hospitals, and non-profit organizations, with the opportunity to substantially enhance local resources. Our expert team has secured almost $1 billion in competitive funding, grants, and loans for our clients since 2015.

Proposed Scope of Work

TFG will provide the following Grant Services to Brunswick County on an as needed basis:

- Access to dedicated grant experts
- Project Specific Grant Research
- Locating and providing access to Successful Grant Applications
- Grant Writing
- Grant Review and Editing
- Grant Debriefs
- Grant Training

See attached Overview of Grant Services for additional details on services provided.

Terms of Agreement

TFG will be compensated for on-call grant services on an hourly basis at the following rates:

$225	Director of Grant Services
$175	Senior Grants Manager
$125	Grants Analyst/Associate
$90	Grants Research Assistant

In no event shall fees for on-call grant services rendered pursuant to this agreement exceed $30,000.00.

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This agreement shall commence on December 1, 2021 and extend through December 31, 2022. Either Brunswick County or TFG may terminate this agreement at any time by giving the other party notice, in writing, of such termination.

Expenses

TFG fees include all direct labor, overhead (including general and administrative expenses), other direct costs, subcontractor costs, fixed fees, miscellaneous incidental services, and all applicable taxes. While the TFG Grants Team usually works electronically, if the County requests an on-site meeting, travel time and expenses incurred will be billed accordingly.

We are grateful for the opportunity to assist Brunswick County in its efforts to maximize access to federal assistance through the competitive grant process. If the terms of this letter of agreement are acceptable, please sign and return one copy to us at your earliest convenience.

Sincerely,

W. Roger Gwinn
CEO

ACKNOWLEDGED AND AGREED TO BY:

_____
W. Roger Gwinn, CEO
The Ferguson Group, LLC

_____
Date

_____
Randy Thompson, Chairman
Brunswick County, NC

_____
Date

ATTEST:

_____
Clerk to the Board

[SEAL]

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

_____
Julie A. Miller, Director of Fiscal Operations
Brunswick County, NC

APPROVED AS TO FORM

_____
Robert V. Shaver, Jr., County Attorney
Brunswick County, NC

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TFG Grants



TFG Grants Overview

For nearly 40 years, TFG has led the way in the federal, state, and private grant space. We offer a full suite of grant support services, providing our clients a competitive advantage in securing highly sought-after grant dollars. We specialize in representing public and private entities who share our passion for building strong and vibrant communities. Competitive grants and loans provide cities, counties, special districts, and other public agencies, as well as institutions of higher learning, hospitals, and non-profit organizations, with the opportunity to substantially enhance local resources. Since 2015, TFG has helped our clients secure nearly $1 billion in competitive federal, state, and foundation funding.

On-Call TFG Grant Services

TFG will provide the following services to the Brunswick County.

- **Dedicated Grants Expert/Team**

  Brunswick County has been assigned a dedicated grants expert to serve as a liaison to its staff. This expert will help navigate the complex grant world to ensure the most efficient and effective use of staff time when pursing grants.

- **Database of Successful Grant Applications**

  Brunswick County will have access to TFG's database of over 600 successful grant applications from a variety of programs to help inspire and guide the preparation of your successful grant submissions.

- **Library of Grant Funding Guides and Grant Profiles**

  Brunswick County will have access to TFG's Library of Grant Funding Guides. Each Funding Guide provides an overview of popular grant programs and relevant information such funding level, match requirements, eligible applicants, and use of funds in a specific issue area. Our library includes guides covering a wide array of topics such as:

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- Law Enforcement
- Mental Health and Substance Abuse
- Homelessness
- Fire Departments
- Parks and Recreation
- Broadband
- Libraries and Museums
- Water and Wastewater
- Transportation
- Economic and Community Development
- Opioid Abuse
- Coronavirus and COVID-19
- Electric Vehicles
- Renewable Energy

TFG's Grants Library also includes a robust database of grant profiles and summaries that provide the key information you need to match a program with your needs and build a winning grant proposal. We present the information included in the grant solicitation in an easy-to-follow manner and augment it with additional background information on the program and the types of projects it has funded in the past.

✓ **Custom Project Specific Grant Research and Funding Strategy**

Upon request of the County, TFG will directly work with Brunswick County to conduct project specific grant research on the federal, state, and foundation levels and will create a customized funding strategy geared to support your project. We will provide you with relevant grant information, as well as recommendations on funding opportunities to target, that is specifically tailored to your project and the impacted portion of the County. Our grants research will not only look at open, available programs, but will also focus on grant programs expected to be released in the future, helping you to stay "ahead of the game" and be prepared.

✓ **Grant Writing**

Preparing winning grant proposals takes time, skill, and knowledge. Brunswick County will have access TFG's experienced grant writers to take the County's grant project idea from the start of the application to submission. From filling out federal forms to crafting a persuasive and compelling grant narrative and corresponding budgets, TFG will ensure that the County is able to submit a complete and competitive application on time.

✓ **Grant Editing and Review**

Brunswick County can access TFG grant writing experts to edit and review County written grant proposals to improve chances of securing funding. TFG staff will expertly review your application against the funder's requirements, suggest content edits, and provide recommendations on how to improve your narrative before you submit.

✓ **Grant Debriefs**

Grant debriefs are important, especially if it turns out that your application didn't get funded. TFG staff will help guide you through the grant debrief process and set up consultation with the funding agency to put your next applications in the best position to effectively compete in future solicitations.

✓ **Grants Training**

Our grants training is focused on building capacity, helping position the County for success in the often-complex grant process. TFG can train your staff on grant application processes and help improve the quality of

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grant proposals. We can provide training on a one-one-basis or through larger workshops dependent on your needs. TFG also has established partnerships with other grant training professionals that specialize in post-award management who can be accessed to support grant management training needs. Grant training can be provided for a fixed fee, based upon the scope of training provided, upon request of the County.

John Nichols

From: Randell Woodruff
Sent: Monday, November 22, 2021 12:02 PM
To: John Nichols
Subject: FW: On-Call Grants Contract
Attachments: Brunswick County, NC On-Call Grant Services.pdf

John,
Please put this item on the December agenda for approval for our federal grants program. Thanks!

From: Roger Gwinn <rgwinn@tfgnet.com>
Sent: Friday, November 19, 2021 4:13 PM
To: Randell Woodruff <randell.woodruff@brunswickcountync.gov>
Subject: On-Call Grants Contract

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.

Randell – Please see attached draft agreement to provide on-call grants services to Brunswick County. If you have any questions regarding our proposal or need adjustments made, please let me know. Thanks and have a great weekend!

Roger

Roger Gwinn
202.261.6006 OFFICE
202.255.5759 MOBILE
1901 Pennsylvania Ave. NW, Suite 700, Washington, DC 20006
TheFergusonGroup.com

Request Info	
Type	Budget Amendment
Description	Water Grant Opportunities
Justification	Board Meeting 12/6/2021-Appropriate $30,000 of miscellaneous revenues for agreement with Ward and Smith PA subcontractor The Ferguson Group, LLC consulting services for identifying infrastructure grant opportunities.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
617110	383900	Water - Administration	Miscellaneous Revenues	30000	Increase	Credit
617110	439905	Water - Administration	Contract Services Restricted	30000	Increase	Debit

Total

Grand Total:	60000

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VII. - 23.
Utilities - Trailwood Drive Force Main Project Replacement - TA Loving

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners approve a budget amendment authorizing the use of County ARP funds and authorize the Chairman and Clerk to the Board to execute the construction contract with TA Loving Company for the Trailwood Drive Force Main Replacement project contingent on the County Attorney's review and approval of the construction contract, performance bond, payment bond, and insurance certificates. Staff recommends award of the project for the base bid amount of $142,500.00.

Background/Purpose of Request:
In October 2021, Brunswick County solicited bids to replace approximately 280 linear feet of 8" pressurized sewer line located at Trailwood Drive in the Town of St. James. The pipe installation is to be by horizontal directional drill method and will replace an existing 8" pipe installed above ground through a wet area near Trailwood Drive in St. James Planation.

The County received three bids on November 23, 2021. These are detailed in the attached bid tabulation. Staff has reviewed the bid proposals and recommends the project be awarded to the lowest, responsive bidder, TA Loving Company.

Consequently, it is recommended that the Board approve a budget amendment authorizing the use of County ARP funds and authorize the Chairman and the Clerk to the Board to execute the construction contract with TA Loving in the amount of $142,500.00.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendments and the associated capital ordinance transfers funding from the American Rescue Fund of $142,500 to the enterprise fund for the ARPA eligible sewer project

Approved By County Attorney:
Yes

County Attorney's Recommendation:

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend the Board of Commissioners approve a budget amendment authorizing the use of County ARP funds and authorize the Chairman and Clerk to the Board to execute the construction contract with TA Loving Company for the Trailwood Drive Force Main Replacement project contingent on the County

Attorney's review and approval of the construction contract, performance bond, payment bond, and insurance certificates. Staff recommends award of the project for the base bid amount of $142,500.00.

ATTACHMENTS:

Description

- Utilities - Certified Bid Tab - Attach 1
- 20211206 Attach CPO Trailwood Drive Force Main Replacement.pdf
- 20211206 Budget Amendment Trailwood ARP Transfer.pdf
- 20211206 Budget Amendment Trailwood Force Main ARP.pdf
- Project 2 - Trailwood Drive Force Main Replacement (Sewer).pdf

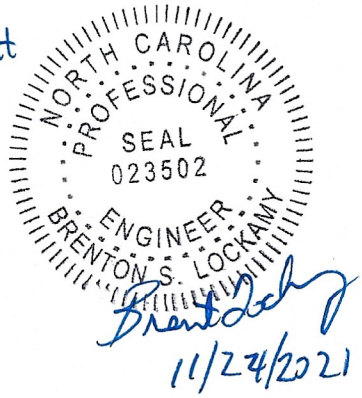
BCPU Trailwood Drive Force Main Replacement

Bid Tabulation 11/24/21

	Carmichael Construction	Carolina Civil Works	TA Loving Company
Project	**Total Bid Amount**	**Total Bid Amount**	**Total Bid Amount**
Trailwood Drive Force Main Replacement	$176,820.00	$208,144.00	$142,500.00

IDENTIFIES APPARENT LOW BIDDER

I certify that the above Bid Tabulation of Trailwood Drive Force main Replacement Bid on 11/23/21 is True & correct to the Best of my knowledge & belief



11/24/2021

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
American Rescue Plan
(230010)

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 Grants Fund:

American Rescue Plan		
Revenues:		
American Rescue Plan Revenue		27,741,111
Total Grant Fund Revenues	**$**	**27,741,111**
Expenditures:		
American Rescue Plan Expenditure	$	25,229,068
Salary and Wages - Reimburse		1,909,016
Fringe Benefits Reimbursement		460,527
Transfer to Sewer Fund		142,500
Total Grant Fund Expenditures	**$**	**27,741,111**

Section 2. This Grant Ordinance shall be entered into the minutes of the December 6, 2021 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Trailwood ARP Transfer
Justification	Board Meeting 12/06/20201 - Transfer $142,500 of ARP funding to support Trailwood Drive Force Main Replacement.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
230010	498062	American Rescue Plan	Trans To Wastewater Enterprise	142500	Increase	Debit	
230010	464052	American Rescue Plan	American Rescue Plan	-142500	Decrease	Credit	

Total

Grand Total:	0

Request Info	
Type	Budget Amendment
Description	Trailwood Force Main - ARP
Justification	Board Meeting 12/6/2021 - Transfer $142,500 of ARP funding to support replacement of existing sewer force main at Trailwood Drive location.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
629800	398223	Interfund Trans Wastewater Fnd	Trans Frm Special Revenue Fund	142500	Increase	Credit
627210	459045	Wastewater - Administration	Cap Outlay- ARP Trans Main Pr	142500	Increase	Debit

Total

Grand Total:	285000

American Rescue Plan (ARP)
Project Approval Template

Instructions:
All projects MUST fall in one fo the Allowable Project Categories to be considered. Complete all yellow highlighted fields via direct entry or drop down list. Select the appropriate Expenditure Category Code for project. Additional requirements for projects noted with * and ^. Items noted in BLUE: Review tabs for additional requirements and documentation
Contact Christina Kennedy at 253-2040 or Haynes Brigman at 253-2033 with questions.

Project Title: Trailwood Drive Force Main Replacement

Project Detailed Description/Scope of Work: Replace existing above-ground sewer force main with 300 of buried force main installed by means of directional drilling. The existing force main is above ground and is located in a wooded wetland area (Ash Swamp). The area drains to the Intracoastal Waterway via Polly Gully Creek and Beaverdam Creek. The existing force main is susceptable to damage during major storm events. Should there be a break or leak, a significant volume of sewage would be discharged into sensative wetland areas. Cleanup of the discharge would be difficult and costly. Significant fines could be imposed on the County.

Project Amount: $ 142,500.00

Location: Between Trailwood Drive and St. James Drive
(primary place of performance)

Will project require continued County financial commitment when ARP funding ends? No

Will project require additional County funding? No

Projected Start Date: 2/1/2022

Is project located in Qualifed Census Tract (QCT) location: No
(see QCT-Disadv Comm tab for additional requirements)

Projected End Date: 6/30/2022

Is project serving an economically disadvantaged community: No
(see QCT-Disadv Comm tab for additional requirements)

Does Project Require Subaward: No

Select Type of Subaward:

Sub Amount:

Name of Subawardee(s):

(see Subaward tab for additional requirements)

Allowable Project Categories (projects MUST address one of the below to be considered)

Address COVID Public Health	Support public health expenditures by funding COVID 19 mitigation efforts, medical expenses, behavioral healthcare, and certain pubic health and safety staff; Eligible uses under this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.
Address COVID Economic Impact	Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector; Eligible uses under this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.
Replace Lost Revenue	Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experiened due to the pandenic; Allows a local government to use ARP monies to fund (most) general government services, to the extent that the local government experiences a reductionin general revenue during the pandemic, according to specified formula.
Premium Pay	Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
Infrastructure Investment	Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet. Aligns eligible uses with the types or categories fo projects that would be eligible to receive financial assistance through the EPA's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).

Select the appropriate Expenditure Category for Project

Expenditure Category Codes (EC)

5.1 Clean Water: Centralized Wastewater Treatment

(see Programmatic Data tabs for additional requirements based on expenditure category codes)

Expenditure Categories with * denotes areas where recipients must identifty the amount of total funds that are allocated to evidence-based interventions

Expenditures Categories with ^ denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities

IF Water/Sewer Infrastructure project, please select EPA eligible program: CWSRF - Clean Water State Revolving Fund

Select Eligible Project Type: CWSRF-Centralized Wastewater Treatment

Reporting:

Reports on all projects (including subawards) are due to US Treasury within 30 calendar days after the end of each calendar quarter. Departments will be required to submit detailed reporting requirements to Finance for review to meet quarterly deadline. ARP funds may be used to cover eligbile costs incurred during the period of March 3, 2021 - December 31, 2024. Obligations incurred by December 31, 2024 must be expended by December 31, 2026.

ALL projects will have to be defended to the US Treasury in reporting.

ARP Compliance and Reporting Guidance and Requirements can be viewed here:
https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf

Utilities Per Email from John Nichols	11/24/2021
Requester/Department	**Date**
Designated ARP Funding Manager	11/24/21 **Date**
Director of Finance	11/24/21 **Date**
Legal	11-29-21 **Date**
County Manager	11-29-2021 **Date**

All projects require an agenda item for BOCC approval.

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

December 6, 2021

Action Item # VIII. - 1.

From:
Daralyn Spivey

Clerk to the Board - Presentation - Free Spirit Conservatory of the Arts

Issue/Action Requested:
Request the Board of Commissioners receive a presentation from Richard Dysinger, Executive Director of Free Spirit Conservatory of the Arts regarding upcoming programs they will be bringing to the Brunswick County.

Background/Purpose of Request:

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners receive a presentation from Richard Dysinger, Executive Director of Free Spirit Conservatory of the Arts regarding upcoming programs they will be bringing to the Brunswick County.

ATTACHMENTS:

Description

- Free Spirit Conservatory of the Arts

FREE SPIRIT CONSERVATORY OF THE ARTS

REQUEST TO PRESENT AN AGENDA ITEM TO THE BOARD ON DECEMBER 6TH 2021

RICHARD DYSINGER

richard@freespiritartschool.com

917-653-5959

www.freespiritmusicnc.com

Dear Clerk to the Commissioner

My name is Richard Dysinger and I am the Executive Director of the Free Spirit Conservatory of the Arts. We are a nonprofit established this year that is headquartered in the Recording Studio Complex built in 2008 by the Williamson Family.

We are planning to open this facility up as a music school and community resource. I would like three minutes at the December 6th Meeting to share with the Commissioners what we are getting ready to do and personally invite them to our premiere.

We are hosting a Twelve Days of Christmas series of Open Houses at our facility on 8840 Old Georgetown Road in Sunset Beach. Starting on December 12th through December 23rd. Doors will open at 5 pm. Each night will be a different performance and or event.

Thank you for your consideration. I look forward to hearing from you and presenting on the 6th some of the very exciting things we are planning to bring to Brunswick County in the years ahead.

All The Best

Richard Dysinger
Executive Director



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VIII. - 2.

From: Clerk to the Board - Resolution Honoring Julie Miller

Issue/Action Requested:
Request the Board adopt the attached Resolution honoring Julie Miller for her years of service upon her retirement.

Background/Purpose of Request:

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board adopt the attached Resolution honoring Julie Miller for her years of service upon her retirement.

ATTACHMENTS:

Description

- Resolution Honoring Julie Miller

County of Brunswick

Office of the County Commissioners

RESOLUTION HONORING JULIE A. MILLER

WHEREAS, we are here today to express our appreciation to Julie A. Miller and honor her for her distinguished career with Brunswick County and dedicated service to our residents that spans nearly 20 years; and

WHEREAS, Julie Miller began her career with Brunswick County on March 18, 2002, as Fiscal Specialist, and in March 2005 she became the Assistant Finance Director, which later became Deputy Finance Director, and then was promoted to Director of Fiscal Operations in June 2013; and

WHEREAS, Julie Miller has led the Finance Department through many challenges, changes, and developments while always looking for ways to improve processes for internal efficiencies and offering resident services; and

WHEREAS, Julie Miller has coordinated multiple county bond issues that have funded numerous capital projects countywide, keeping our government one of sound infrastructure with state-of-the-art facilities and equipment to perform our jobs and serve the public well; and

WHEREAS, under Julie Miller's leadership, Brunswick County has received both the Certificate of Achievement for Excellence in Financial Reporting and the Distinguished Budget Presentation Award from the Government Finance Officers Association of the United States and Canada for nine consecutive years; and

WHEREAS, during nearly 20 years of employment with Brunswick County, Julie Miller's fiscal responsibility and work ethic serve as an exceptional example for all Brunswick County employees; and

WHEREAS, the Brunswick County Board of Commissioners express their sincere appreciation to Julie Miller for her loyalty to the County and wish her much happiness as she begins this exciting new chapter in her life.

NOW, THEREFORE, BE IT RESOLVED THAT the Brunswick County Board of Commissioners do hereby extend our sincere and grateful appreciation to Julie A. Miller for her exceptional service to Brunswick County, our congratulations on a well-earned retirement, and our best wishes to her for continued success, happiness, and good health in the years to come.

Adopted this 6th day of December 2021.

_____

Randy Thompson, Chairman
Brunswick County Commissioners

ATTEST:

_____

Daralyn Spivey, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VIII. - 3.

From:
Daralyn Spivey

Clerk to the Board - Resolution Honoring Maurice "Reecie" Tate

Issue/Action Requested:
Request the Board adopt the attached Resolution honoring Maurice "Reecie" Tate for her years of service upon her retirement.

Background/Purpose of Request:

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board adopt the attached Resolution honoring Maurice "Reecie" Tate for her years of service upon her retirement.

ATTACHMENTS:

Description

- Resolution Honoring Maurice "Reecie" Tate

County of Brunswick

Office of the County Commissioners

RESOLUTION HONORING MAURICE "REECIE" TATE

WHEREAS, we are here today to express our appreciation to Maurice "Reecie" Tate and honor her for her distinguished 41-year career and dedicated her service with Brunswick County; and

WHEREAS, Ms. Tate began her career serving the three branch, non-profit led Library system before it was transferred to Brunswick County for operations in 1992. Ms. Tate was one of the first Brunswick County Library system employees, beginning her employment with Brunswick County on October 13, 1980. During her time, Ms, Tate has worked with multiple Library Board of Trustee members, County Board of Commissioners, and County Managers; and

WHEREAS, these years of service have been marked by exemplary dedication to the best interests of the community, and Ms. Tate has worked constantly for the betterment of the Brunswick County Public Library System, which contributes to the intellectual, educational, informational, recreational and cultural resources of this community; and

WHEREAS, during Ms. Tate's tenure the Library system has expanded two facilities and overseen the addition of three new branches to serve the growing County. Ms. Tate has overseen significant operation updates within the branches, including implementation of technology to improve efficiency for users. Ms. Tate is most proud of expanding Library services to Brunswick County's diverse population and developing services to meet the changing demands from Library users over the years. During her tenure, Ms. Tate has overseen numerous grants, program development and initiation, and staff development for each of the County's five branch locations. Ms. Tate is also a long-time member of the North Carolina Public Library Director Association; and

WHEREAS, on behalf of the entire Board of Commissioners, I want to express my sincere appreciation to Ms. Tate for her loyalty to Brunswick County over the past 41 years and wish her happiness and adventure as she begins this new chapter in her life.

NOW, THEREFORE, BE IT PROCLAIMED by the Board of Commissioners of Brunswick County do hereby extend our sincere and grateful appreciation to Maurice "Reecie" Tate for her dedicated service to Brunswick County, our congratulations on a well-earned retirement and our best wishes to her for continued success, happiness and good health in the years to come.

PROCLAIMED this 6th day of December 2021.

_____
Randy Thompson, Chair
Brunswick County Board of Commissioners

ATTEST:

_____
Daralyn Spivey
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VIII. - 4.
Health and Human Services - Presentation - COVID-19 Update (Cris Harrelson, Health Director)

From:
Cris Harrelson, Health Director

Issue/Action Requested:
Request that the Board of Commissioners receive an update on the Coronavirus (COVID-19).

Background/Purpose of Request:
Brunswick County continues to work with both private and public officials to navigate the pandemic and provide relevant information to our citizens.

In Brunswick County as of November 18th, 2021, there have been 16,757 known cases of COVID-19. Currently, there exist 246 known active cases. Staff plans to present an update which will include the latest status and planning concerning the COVID-19 virus and vaccine efforts.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners receive an update on the Coronavirus (COVID-19).

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VIII. - 5.

From:
Catherine Lytch, DSS Director

Health and Human Services - Social Services - Recognition of Child Support Employee of the Year Award Recipient, (Catherine Lytch, DSS Director)

Issue/Action Requested:
Request the Board of Commissioners recognize Katherine Silvernail as the recipient of the North Carolina Child Support Employee of the Year Award.

Background/Purpose of Request:
Annually, the North Carolina Child Support Program recognizes the amazing team members who work in and with the State of North Carolina Child Support Program. All child support offices within North Carolina are encouraged to submit nominations for the North Carolina Child Support Employee of the Year. The individual must exemplify an exceptional level of work performance, motivate and inspire others towards excellence, provides outstanding customer, and provides outstanding customer services. Katherine Silvernail of Brunswick County Department of Social Services was selected as the recipient of the award at the 2021 North Carolina Child Support Services annual meetings.
Katherine joined the Brunswick County Child Support team in April 2009 and in January 2020 was promoted to Lead Child Support agent.

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners recognize Katherine Silvernail as the recipient of the North Carolina Child Support Employee of the Year Award.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # VIII. - 6.

From:
John Nichols, P.E.

Utilities - Raw Water Line Update (John Nichols, PE - Director of Public Utilities)

Issue/Action Requested:
Request that the Board of Commissioners receive a presentation of the 2021 Lower Cape Fear Water & Sewer Authority Raw Water Main Repair.

Background/Purpose of Request:
On Friday, November 5, 2021, a leak in the Lower Cape Fear Water and Sewer Authority's (LCFWSA) 48" raw water main just southwest of the Cape Fear River crossing was discovered by Brunswick County staff. The water main provides water from the King's Bluff pumping station located on the Cape Fear River at Lock & Dam #1 for treatment at water treatment plants owned by Brunswick County, Pender County, and Cape Fear Public Utility Authority.

Brunswick County is under contract to operate LCFWSA's raw water main and as such is responsible for undertaking the repair of the main. State Utilities Contractors, Inc is the County's emergency contractor and began repair operations immediately upon notification. All cost incurred by Brunswick County associated with the repair shall be reimbursed by LCFWSA per the contract. The emergency on-call contract construction and on-call design contract approved by the Board of Commissioners after the 2016 water main repair allowed Brunswick County staff to respond quickly and efficiently.

The Lower Cape Fear Water & Sewer Authority raw water main is the primary source of raw water to the region and serves several hundred thousand people in the three-county area. The associated power point presentation highlights the timeline of the incident while displaying the extraordinary measures taken to make the repair while keeping the water main in service. No drinking water customers were out of service during the emergency.

Staff requests that the Board of Commissioners receive the power point presentation of the 2021 Raw Water Main Repair Project.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:

Recommend the Board of Commissioners receive a presentation of the 2021 Lower Cape Fear Water & Sewer Authority Raw Water Main Repair.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # IX. - 1.

From:
Randell Woodruff

Administration - Resolution Brunswick Limited Obligation Bonds - (Randell Woodruff, County Manager)

Issue/Action Requested:
Request that the Board of Commissioners hold a public hearing and approve the Resolution authorizing the amendment to an installment purchase contract for the Brunswick County 2022 Limited Obligation Bonds, Refunding Series 2012 LOBS.

Background/Purpose of Request:
The County has previously entered into an Installment Purchase Contract in 2012 to pay the capital costs related to the (1) acquisition, construction, equipping, and furnishing of a new County Law Enforcement/Detention Center, (2) renovations and additions to Bolivia Elementary, Union Elementary and South Brunswick Middle Schools (3) acquisition of land for, construction, furnishing and equipping of Town Creek Elementary School and (4) acquisition of land for, construction, furnishing and equipping of Cedar Grove Middle School.

On November 15, 2021, the Board of Commissioners approved the initial resolution authorizing the negotiation of an installment purchase contract, directing the publication of the notice, and amounts not to exceed $11,500,000 for the 2022 Limited Obligation Bonds, refunding Series 2012 LOBS.

On November 8, 2021, the county requested bids for a bank-placed Limited Obligation Bond that will be used to refinance all callable maturities (April 1, 2023, through April 1, 2028) of the County's Refunding Limited Obligation Bonds, Series 2012. Several proposals were received and the chosen bidder is Wells Fargo Bank. The current estimate of savings is 6.52% NPV while maintaining the same term ending in 2028. The gross estimated cash savings after deducting fees are estimated at $734,349 with a net present value of $713,021 or an average annual savings of $105,000 with an all-in true interest cost of 1.36%.

The County staff, Bond Counsel, Placement Agent, and Local Government Commission began the process leading to the issuance of Limited Obligation Bonds. The initial draft financing documents are attached or available in the Finance department.

The Board of commissioners approved holding a public hearing on December 6, 2021, to receive comments from the public. The public hearing was advertised in the local newspapers. Staff recommends the commissioners conduct the hearing.

A Resolution approving an amendment to an installment purchase contract and approving the substantially final documents are included with this transmittal. Staff recommends the Commissioners consider the attached resolution for approval.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners hold a public hearing and approve the Resolution authorizing the amendment to an installment purchase contract for the Brunswick County 2022 Limited Obligation Bonds, Refunding Series 2012 LOBS.

ATTACHMENTS:

Description

- 20211206 Attach Approving Resolution- Brunswick 2022 LOB.pdf
- 20211206 Attach Corporation Resolution - Brunswick 2022 LOB.pdf
- 20211206 Attach First Supplement - Brunswick 2022 LOB.pdf
- 202011206 Attach Second Contract Amendment - Brunswick 2022 LOB.pdf
- 20211206 Attach - Preliminary analysis NC Brunswick County 2022LOB Wells 112321.pdf

EXTRACTS FROM MINUTES OF THE BOARD

A regular meeting of the Board of Commissioners of the County of Brunswick, North Carolina, was duly held on December 6, 2021 at 3:00 p.m. in the Commissioners' Chambers, 30 Government Center Drive NE, Bolivia, North Carolina. Chairman Randy Thompson presiding.

The following members were present:

The following members were absent:

* * * * *

Commissioner _____moved that the following resolution, copies of which having been made available to the Board, be adopted:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS

WHEREAS, the County of Brunswick, North Carolina (the "*County*") is a validly existing political subdivision of the State of North Carolina (the "*State*"), existing as such under and by virtue of the Constitution, statutes and laws of the State;

WHEREAS, the County has the power, pursuant to the General Statutes of North Carolina to (1) purchase real and personal property, (2) enter into installment financing contracts in order to finance the purchase of real and personal property used, or to be used, for public purposes, and (3) finance the construction of fixtures or improvements on real property by contracts that create in the fixtures or improvements and in the real property on which such fixtures or improvements are located a security interest to secure repayment of moneys advanced or made available for such construction;

***WHEREAS*,** the County has previously entered into an Installment Financing Contract between Brunswick County Leasing Corporation and the County dated as of March 15, 2012 (as amended by Amendment Number One to the Installment Financing Contract dated as of June 20, 2012, the "*2012 Contract*"), the proceeds of which were used to refinance prior contracts which had financed (1) the acquisition, construction, equipping and furnishing of a new County Law Enforcement/Detention Center, (2) renovations and additions to Bolivia Elementary, Union Elementary and South Brunswick Middle Schools (3) acquisition of land for, construction, furnishing and equipping of Town Creek Elementary School and (4) acquisition of land for, construction, furnishing and equipping of Cedar Grove Middle School (collectively, the *"Projects"*);

***WHEREAS**,* the Corporation has previously executed and delivered Limited Obligation Bonds (County of Brunswick, North Carolina), Series 2012, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the Contract in the aggregate principal amount of $31,010,000 pursuant to an Indenture of Trust dated as of March 15, 2012 (the "*2012 Indenture*") between the County and U.S. Bank National Association, as trustee (the "*Trustee*");

WHEREAS, to secure its obligations under the 2012 Contract, the County executed and delivered a deed of trust (the "*Deed of Trust*") granting a security interest in the real property on which Town Creek Elementary School and Cedar Grove Middle School are located (the *"Mortgaged Property"*);

***WHEREAS**,* the County hereby determines that it would be in the best interest of the County to enter into Amendment Number Two to the 2012 Contract (the *"Second Amendment*") between the County and the Corporation in order to refinance the Projects;

***WHEREAS**,* the Corporation will issue its Limited Obligation Bond (County of Brunswick, North Carolina), Series 2022 (the "*2022 Bond*") in an aggregate principal amount not to exceed $11,500,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the 2012 Contract) pursuant to the Contract, in order to refinance the Projects;

WHEREAS, the Corporation will sell the 2022 Bond to Wells Fargo Bank, National Association pursuant to a Bond Purchase Agreement, dated the date of delivery thereof (the "*Purchase Agreement*") among the County, the Corporation, and the Purchaser;

WHEREAS, there have been described to the Board the forms of the following documents (collectively, the "*Instruments*"), which the Board proposes to approve, enter into and deliver, as applicable, to effectuate the proposed installment financing:

(1) the Second Amendment; and

(2) a Supplemental Indenture, Number 1 dated as of January 1, 2022 (the *"First Supplement"*) between the Corporation and the trustee, supplementing the 2012 Indenture;

WHEREAS, it appears that each of the Instruments is in an appropriate form and is an appropriate instrument for the purposes intended;

WHEREAS, the Board conducted a public hearing on December 6, 2021 to receive public comment on the proposed Second Amendment and the refinancing of the Project thereby and approval of the LGC with respect to entering into the Second Amendment must be received;

WHEREAS, the County has filed an application to the LGC for approval of the Second Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Authorization to Execute the Second Amendment***. The County hereby approves the refinancing of the Projects in accordance with the terms of the Second Amendment, which will be a valid, legal and binding obligation of the County in accordance with its terms. The form and content of the Second Amendment are hereby in all respects authorized, approved and confirmed, and the Chairman, the Clerk and the County Manager and their respective designees are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Second Amendment, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the County's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Second Amendment presented to the Board. From and after the execution and delivery of the Second Amendment, the Chairman, the Clerk, the County Manager and the Director of Fiscal Operations of the County are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Second Amendment as executed.

Section 2. ***County Representative***. The Chairman, the County Manager and the Director of Fiscal Operations of the County are hereby designated as the County's representative to act on behalf of the County in connection with the transactions contemplated by the Instruments, and the Chairman, the County Manager and the Director of Fiscal Operations are authorized to proceed with the refinancing of the Projects in accordance with the Instruments and to seek opinions as a matter of law from the County Attorney, which the County Attorney is authorized to furnish on behalf of the County, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The County's representative and/or designee or designees are in all respects authorized on behalf of the County to supply all information pertaining to the County as may be required. The County's representatives or their respective designees are hereby authorized, empowered and directed, individually and collectively, to do any and all other acts and to execute any and all other documents, including the Purchase Agreement,

which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution.

Section 3. ***Appointment of Director.*** Pursuant to the By-Laws of the Corporation, Aaron C. Smith is hereby appointed as a director of the Corporation.

Section 4. ***Severability***. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 5. ***Repealer***. All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 6. ***Effective Date***. This Resolution is effective on the date of its adoption.

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF BRUNSWICK)

I, *Daralyn Spivey,* Clerk to the Board of Commissioners of the County of Brunswick, North Carolina ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled "**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF BRUNSWICK, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**" adopted by the Board of Commissioners of the County of Brunswick, North Carolina, at a meeting held on December 6, 2021.

WITNESS my hand and the corporate seal of the County of Brunswick, North Carolina, this the ___ day of December, 2021.

_____
Daralyn Spivey
Clerk to the Board
County of Brunswick, North Carolina

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF BRUNSWICK COUNTY LEASING CORPORATION AUTHORIZING THE EXECUTION, DELIVERY AND SALE OF A LIMITED OBLIGATION BOND REPRESENTING INSTALLMENT PAYMENTS UNDER AN INSTALLMENT FINANCING CONTRACT BETWEEN BRUNSWICK COUNTY LEASING CORPORATION AND THE COUNTY OF BRUNSWICK, NORTH CAROLINA IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $11,500,000; AND APPROVING THE FORM AND SUBSTANCE, AND AUTHORIZING THE EXECUTION AND DELIVERY, OF CERTAIN DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE FINANCING.

WHEREAS, the Brunswick County Leasing Corporation (the "*Corporation*") is a nonprofit corporation duly incorporated and validly existing under the laws of the State of North Carolina*;*

WHEREAS, the undersigned (the "*Directors*") constitute all of the members of the Corporation's Board of Directors (the "*Board*");

WHEREAS, the Corporation has been duly created and organized pursuant to and in accordance with the provisions of the North Carolina Nonprofit Corporation Act, General Statutes of North Carolina Chapter 55A-1-01 et seq., as amended, to carry out the purposes stated in its Articles of Incorporation, among which is assisting the County of Brunswick, North Carolina (the "*County*") in the financing and refinancing of the purchase of real or personal property;

WHEREAS, it has been proposed and deemed desirable that the Corporation execute and deliver under an Indenture of Trust dated as of March 15, 2012 (the "*Indenture*") between the Corporation and U.S. Bank National Association, as trustee (the "*Trustee*"), its Limited Obligation Bond, in an aggregate principal amount not to exceed $11,500,000 (the "*Bond*"), evidencing proportionate undivided interests in rights to receive certain revenues pursuant to an Installment Financing Contract dated as of March 15, 2012 (as amended by Amendment Number One to the Installment Financing Contract dated as of June 20, 2012, the "*Contract*") between the Corporation and the County;

WHEREAS, the Board determines that it is advisable and in the best interest of the Corporation (1) to refinance the Limited Obligation Bonds (County of Brunswick, North Carolina), Series 2012, the proceeds of which were used to refinance prior contracts which had financed (a) the acquisition, construction, equipping and furnishing of a new County Law Enforcement/Detention Center, (b) renovations and additions to Bolivia Elementary, Union Elementary and South Brunswick Middle Schools (c) acquisition of land for, construction, furnishing and equipping of Town Creek Elementary School and (d) acquisition of land for, construction, furnishing and equipping of Cedar Grove Middle School (collectively, the *"Projects"*); and to pay certain costs incurred in connection with the execution and delivery of the Bond and (2) to assign to the Trustee pursuant to the Indenture the Corporation's rights, title and interest in the Contract and a Deed of Trust, Security Agreement and Fixture Filing dated as of March 15, 2012 (the "*Deed of Trust*") from the County to the Corporation securing the County's obligations under the Contract;

WHEREAS, arrangements have been made for the sale of the Bond to Wells Fargo Bank, National Association (the "*Lender*");

WHEREAS, there have been presented to the Board the forms of the following documents, which the Corporation proposes to approve, execute and deliver, as applicable, to effectuate the financing contemplated by the Contract:

(1) Supplemental Indenture, Number 1, dated as of January 1, 2022

(the "*First Supplement*"), between the Corporation and the Trustee;

(2) Amendment Number Two to the Installment Financing Contract, dated as of January 1, 2022 (the "*Second Amendment*"), between the County and the Corporation;

(3) a Bond Purchase Agreement to be dated the date of delivery thereof (the "*Purchase Agreement*") among the Corporation, the County and the Lender relating to the Bond; and

(4) the form of the Bond as set forth in the Indenture;

WHEREAS, it appears that each of the instruments referred to above which have been presented to the Board is in appropriate form and is an appropriate instrument for the purposes intended; and

NOW, THEREFORE, BE IT RESOLVED BY THE BRUNSWICK COUNTY LEASING CORPORATION, AS FOLLOWS:

Section 1. Ratification. All lawful actions of the Corporation and its officers and directors since the date of the Corporation's inception, including, without limitation, any such actions taken in connection with the transactions contemplated by this Unanimous Written Consent, are hereby approved, ratified and adopted as acts of the Corporation.

Section 2. ***Directors and Officers.*** Pursuant to the By-Laws of the Corporation, Steve Toney Stone and Robert V. Shaver, Jr. are hereby elected as Directors of the Corporation. Steve Toney Smith is hereby elected President of the Corporation, Robert V. Shaver, Jr. is hereby elected Vice President of the Corporation, and Aaron C. Smith is hereby elected Secretary and Treasurer of the Corporation.

Section 3. Execution and Delivery of the Bond. The form and content of the Bond, in substantially the form and content set forth in the Indenture presented to the Board, are hereby in all respects approved and confirmed, and the provisions of the Indenture with respect to the Bond (including without limitation the maturity date and rate of interest) are hereby approved and confirmed and are incorporated herein by reference. The President, the Vice President and the Secretary of the Corporation (collectively, the "Authorized Officers") are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Bond in an aggregate principal amount not to exceed $11,500,000, simultaneously with or following the execution and delivery of the Contract, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Corporation's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Bond presented to the Board. From and after the execution and delivery of the Bond, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Bond as executed.

Section 4. Execution and Delivery of the Second Amendment. The form and content of the Second Amendment are hereby in all respects authorized, approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Second Amendment prior to or simultaneously with the execution and delivery of the Bond, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary,

desirable or appropriate, their execution thereof to constitute conclusive evidence of the Corporation's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Second Amendment presented to the Board. From and after the execution and delivery of the Second Amendment, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Second Amendment as executed.

Section 5. ***Execution and Delivery of the First Supplement***. The form and content of the First Supplement are hereby in all respects approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the First Supplement, prior to or simultaneously with the execution and delivery of the Bond, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Corporation's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Indenture presented to the Board. From and after the execution and delivery of the First Supplement, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Supplement as executed.

Section 6. ***Approval of the Purchase Agreement***. The form and content of the Purchase Agreement are hereby in all respects authorized, approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Purchase Agreement prior to or simultaneously with the execution and delivery of the Bond, including necessary counterparts, in substantially the form and content presented to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Corporation's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Purchase Agreement presented to the Board. From and after the execution and delivery of the Purchase Agreement, the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed.

Section 7. ***Sale of the Bond***. The sale of the Bond to the Lender is hereby approved and confirmed.

Section 8. ***Further Authorization***. The Authorized Officers are hereby authorized, individually and collectively, to execute and deliver for and on behalf of the Corporation any and all additional certificates, documents, opinions or other papers and to perform all other acts, including, without limitation, the filing of any financing statements or any other documents to create and maintain a security interest in the properties and revenues pledged under the Indenture as may be required by the documents contemplated above or as they may deem necessary or appropriate to implement and carry out the intent and purposes of this Unanimous Written Consent.

Section 9. ***Repealer***. If any section, phrase or provision of this Unanimous Written Consent is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Unanimous Written Consent.

Section 10. ***Effective Date***. This Unanimous Written Consent is effective on the date set forth below.

Section 11. ***Waiver of Notice; Action by Written Consent***. By his signature below, each Director hereby waives, in accordance with Article IV of the Corporation's Bylaws, any notice with respect to this meeting required by applicable law or the Corporation's Bylaws. As permitted by Article IV of the Corporation's Bylaws, and Section 55A-8-21 of the North Carolina General Statutes, this action is taken by written consent of each Director as evidenced by his signature below. This Unanimous Written Consent may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This Unanimous Written Consent shall be filed with the minutes of the proceedings of this Board. Any copy, facsimile or other reliable reproduction of this Unanimous Written Consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used.

THIS UNANIMOUS WRITTEN CONSENT IS EFFECTIVE as of the ___ day of December, 2021.

_____
Steve Toney Stone
Director

_____
Robert V. Shaver, Jr.
Director

_____
Aaron C. Smith
Director

BRUNSWICK COUNTY LEASING CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION,

as Trustee

SUPPLEMENTAL INDENTURE, NUMBER 1

Dated as of
January 1, 2022

SUPPLEMENTAL INDENTURE
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EXHIBIT A – FORM OF 2022 BOND

SUPPLEMENTAL INDENTURE, NUMBER 1

THIS SUPPLEMENTAL INDENTURE, NUMBER 1 dated as of January 1, 2022 (together with any supplements and amendments hereto made in accordance herewith, this "*First Supplement*"), is between **BRUNSWICK COUNTY LEASING CORPORATION** (the "*Corporation*"), a nonprofit corporation duly created and existing under the laws of the State of North Carolina, and **U.S. BANK NATIONAL ASSOCIATION**, as trustee, under the Indenture of Trust dated as of March 15, 2012 (the "*2012 Indenture*"), between the Corporation and U.S. Bank National Association, the successor to which is the Trustee, being authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the State of North Carolina (the "*State*"). This First Supplement supplements and amends the 2012 Indenture (the "*First Supplement,*" together with the 2012 Indenture, the "*Indenture*").

W I T N E S S E T H :

WHEREAS, the Corporation proposes (1) to execute and deliver a limited obligation bond (the "*2022 Bond*") under the Indenture and (2) to apply the proceeds of the 2022 Bond to (a) refund the Refunded 2012 Bonds (as defined in the Second Amendment defined below) and (b) pay the costs related to the execution and delivery of the 2022 Bond;

NOW THEREFORE, in addition to the rights, titles and interests granted by the Corporation to the Trustee in the Indenture, the Corporation, in consideration of the mutual covenants and agreements contained in the Indenture and for the benefit of the Owners, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in order to further secure the payment of the principal, premium, if any, and interest with respect to all Bonds at any time outstanding under the Indenture, according to their tenor and effect, and to secure the performance and observance of all the covenants and conditions in the Bonds and contained in the Indenture, and to declare the terms and conditions on and subject to which the Bonds are executed and delivered and secured, has executed and delivered the Indenture and has granted, warranted, aliened, remised, released, conveyed, assigned, pledged, set over and confirmed, and by these presents does grant, warrant, alien, remise, release, convey, assign, sell, set over and confirm unto the Trustee, and to its successors and assigns forever, all rights, title and interest of the Corporation in Amendment Number Two to the Installment Financing Contract dated as of January 1, 2022, between the Corporation and the County;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein it is agreed as follows:

ARTICLE I
DEFINITIONS

Except as provided herein, all defined terms contained in the 2012 Indenture, the 2012 Contract, and the Second Amendment have the same meanings in this First Supplement. In addition, the following words and terms, unless the context otherwise requires, have the following meanings:

"*Indenture*" means, collectively, the 2012 Indenture and the First Supplement.

"*Interest Payment Date*" means each April 1 and October 1, beginning April 1, 2022.

"*First Supplement*" means Supplemental Indenture, Number 1 dated as of January 1, 2022, between the Corporation and the Trustee and any amendments or supplements adopted in accordance with the terms of the Indenture.

"*Second Amendment*" means Amendment Number Two to the Installment Financing Contract dated as of January 1, 2022, between the Corporation and the County.

"*2022 Bond*" means the Limited Obligation Bond, Series 2022, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues Pursuant To the Contract, to be executed and delivered under the Indenture, the details of which are described in Section 2.4(a) of this First Supplement.

[End of Article I]

ARTICLE II
THE 2022 BOND

Section 2.1 Authorized Amount of 2022 Bond. No 2022 Bond may be executed and delivered under the provisions of this First Supplement except in accordance with this Article. The total principal amount of 2022 Bond that may be executed and delivered is hereby expressly limited to $[par amount], except as provided in Sections 2.08 and 2.09 of the 2012 Indenture.

Section 2.2 General Terms of 2022 Bond. The 2022 Bond will be designated "*Limited Obligation Bond, Series 2022, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues Pursuant to an Installment Financing Contract between the Brunswick County Leasing Corporation and the County of Brunswick, North Carolina.*" The 2022 Bond will be executed and delivered as a fully registered Bond in denominations of $1,000 or any integral multiple thereof. The 2022 Bond will be numbered from R-1 upwards. The 2022 Bond will be substantially in the form set forth in Exhibit A with such appropriate variations, omissions and insertions as are permitted or required by this First Supplement.

Section 2.3 Delivery of 2022 Bond. Before the delivery by the Trustee of the 2022 Bond, the items required under Section 2.11 of the 2012 Indenture must be filed with the Trustee.

Section 2.4 Details of 2022 Bond; Payment. (a) The 2022 Bond will mature on April 1, 2028 and will bear interest at a rate per annum of 1.12%. The 2022 Bond will be subject to mandatory redemption beginning on April 1, 2022 in the amounts and on such dates as described below:

YEAR	PRINCIPAL AMOUNT
2022	
2023	
2024	
2025	
2026	
2027	
2028*	

*Maturity

(b) Both the principal of and the interest on the 2022 Bond and any premiums on the prepayment thereof prior to maturity are payable in any lawful coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The 2022 Bond shall bear interest until its principal sum has been paid, but if such 2022 Bond has matured or has been called for prepayment and the prepayment date has occurred and funds are available for the payment thereof in full in accordance with the terms of the 2012 Indenture, such 2022 Bond shall then cease to bear interest as of the maturity date or prepayment date. The 2022 Bond will be dated as of its date of initial execution and delivery, except that the 2022 Bond issued in exchange for or on the registration of transfer of the 2022 Bond will be dated as of the Interest Payment Date preceding the day of authentication thereof, unless (1) the date of such authentication precedes March 16, 2022, in which case they will be dated as of their date of initial execution and delivery, (2) it is authenticated after a Record Date (as defined herein) and before the following Interest Payment Date, in which event interest with respect thereto shall be payable from such following Interest Payment Date or (3) the date of such authentication is a Interest Payment Date to which interest on the 2022 Bond has been paid in full or duly

provided for in accordance with the terms of this First Supplement and the 2012 Indenture, in which case they will be dated as of such Interest Payment Date; except that if, as shown by the records of the Trustee, interest on the 2022 Bond is in default, the 2022 Bond executed and delivered in exchange for or on registration of transfer of the 2022 Bond will be dated as of the date to which interest on the 2022 Bond has been paid in full. If no interest has been paid on the 2022 Bond, a 2022 Bond executed and delivered in exchange for or on the registration of transfer of a 2022 Bond will be dated as of its date of initial execution and delivery.

(c) The 2022 Bond and any premiums on the prepayment thereof prior to maturity are payable at the principal corporate trust office of the Trustee. Interest on the 2022 Bond will be paid by the Trustee by check or draft mailed on the Interest Payment Date to the Owner as its name and address appear on the register kept by the Trustee at the close of business on the on the fifteenth day (whether or not a Business Day) of the month next preceding an Interest Payment Date (the "*Record Date*"). At the written request of any Owner of at least $1,000,000 in aggregate principal amount of the 2022 Bond, principal and interest may be payable by wire transfer at the address specified in writing by the Owner by the Record Date.

Section 2.5. Arbitrage and Tax Covenants. The Corporation covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from federal income taxation of the interest on the 2022 Bond and, if it should take or permit, or omit to take or cause to be taken, any such action, the Corporation will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly on having knowledge thereof. The Corporation acknowledges that the continued exclusion of interest on the 2022 Bond from an Owner's gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code. The Corporation covenants that it will comply, or cause the County to comply, with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2022 Bond or other funds under their control be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2022 Bond to be "*arbitrage bonds*" for purposes of Section 148 of the Code.

Section 2.6. Restrictions on Transfer. The 2022 Bond will be non-transferable, except to (1) a bank, insurance company, or similar financial institution, (2) any direct or indirect wholly-owned subsidiary of the Owner of the 2020 Bond (an "*Owner Affiliate*"), provided such Owner Affiliate agrees to transfer the 2022 Bond to a permitted transferee under this paragraph before it ceases to be an Owner Affiliate if at the time it ceases to be an Owner Affiliate it would not qualify as a permitted transferee under this paragraph, (3) or any other entity approved by the LGC. In connection with any such transfer, the Owner of the 2022 Bond shall notify the Trustee that the transfer is permitted pursuant to this Section 2.6. The Trustee may require an opinion of counsel to the Owner that such transfer is permitted pursuant to this Section 2.6. The Trustee shall be fully protected in relying on such notification and/or opinion delivered to it in accordance herewith. The Trustee will have no obligation to pay any amounts due on the 2022 Bond to anyone other than the Owner of the 2022 Bond as shown on the registration books kept by the Trustee.

[End of Article II]

ARTICLE III
PREPAYMENT OF 2022 BOND

Section 3.1. Prepayment Dates and Prices. The 2022 Bond is subject to prepayment, in whole or in part, on any date. **[Add Make-Whole Language]**.

The Trustee shall pay to the Owner of the 2022 Bond so prepaid the amounts due on the 2022 Bond at the principal corporate trust office of the Trustee. Prepayments shall be accompanied by a written designation prepared by the Trustee stating the portion of the payment representing the unpaid principal amount of the 2022 Bond immediately before the payment, the portion of the payment representing interest, and the remaining portion, if any, which shall be designated and paid as a prepayment premium.

Section 3.2. Notice of Prepayment. Notice of prepayment identifying the 2022 Bond to be prepaid shall be given by the Trustee to the Owner of the 2022 Bond in writing not less than 30 days before the date fixed for prepayment.

Notwithstanding the foregoing, (1) if notice is properly given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such prepayment and (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the prepayment of the 2020 Bonds with respect to which notice was correctly given.

Notice of prepayment shall specify, as applicable, (1) that the 2022 Bond is to be prepaid, (2) the prepayment date, (3) the prepayment price and (4) the date of original execution and delivery date of the 2022 Bond.

Any notice mailed as provided in this Section is conclusively presumed to have been duly given, whether or not the Owner receives the notice.

If at the time of mailing of notice of prepayment there has not been deposited with the Trustee moneys sufficient to prepay the 2022 Bond, which moneys are or will be available for prepayment of 2022 Bond, such notice will state that it is conditional on the deposit of the prepayment moneys with the Trustee not later than the opening of business on the prepayment date, and such notice is of no effect unless such moneys are so deposited.

Section 3.3. Prepayments. Before the date fixed for prepayment, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the 2022 Bond called, together with accrued interest thereon to the prepayment date and any required premium. On the giving of notice and the deposit of such funds for prepayment pursuant to this First Supplement, interest with respect to the 2022 Bond thus called shall no longer accrue after the date fixed for prepayment.

The 2022 Bond called for prepayment is due and payable on the prepayment date at the prepayment price, together with accrued interest thereon to the prepayment date and any applicable prepayment premium. If any required notice of prepayment has been given and moneys sufficient to pay the prepayment price, together with accrued interest thereon to the prepayment date and any required prepayment premium, have been deposited with the Trustee, the 2022 Bond so called for prepayment shall cease to be entitled to any benefit or security under the Indenture and the Owner of the 2022 Bond have no rights in respect of such 2022 Bond so called for prepayment except to receive payment of the prepayment price and accrued interest to the prepayment date from such funds held by the Trustee.

Section 3.4. Cancellation. Once the 2022 Bond has been prepaid it shall not be redelivered but shall be canceled and burned or otherwise destroyed by the Trustee in accordance with Section 2.10 of the Indenture.

[End of Article III]

ARTICLE IV
CREATION OF ACCOUNTS; APPLICATION OF 2022 BOND PROCEEDS

Section 4.1 Creation of Accounts. An account within the Costs of Issuance Fund is hereby created and established with the Trustee to be designated the "*2022 Bond Account.*" Two accounts within the Bond Fund are created and established with the Trustee to be designated the "*2022 Interest Account*" and the "*2022 Principal Account.*" An account within the Prepayment Fund is hereby created and established with the Trustee to be designated the "*2012 Account.*" An account within the Rebate Fund is hereby created and established with the Trustee to be designated the "*2022 Account.*"

Section 4.2. Application of Proceeds. The Corporation will cause the proceeds of the 2022 Bond to be deposited as follows:

(a) $_____in the 2012 Bond Account of the Prepayment Fund; and.

(b) $_____in the 2022 Bond Account of the Costs of Issuance Fund.

The Trustee will disburse the money in the 2012 Bond Account of the Prepayment Fund in accordance with Article IV of the 2012 Indenture and Section 3 of the Second Amendment and will disburse the money in the 2022 Bond Account of the Costs of Issuance Fund in accordance with Article III of the 2012 Indenture and Section 3 of the Second Amendment.

[End of Article IV]

ARTICLE V
MISCELLANEOUS

Section 5.1. Parties Interested Herein. Nothing in this First Supplement expressed or implied is intended or will be construed to confer on, or to give to any person other than the County, the Trustee, the Corporation and the Owner, any right, remedy or claim under or by reason of this First Supplement or any covenant, condition or stipulation hereof and all the covenants, stipulations, promises and agreements in this First Supplement contained by and on behalf of the Corporation or the Trustee will be for the sole and exclusive benefit of the County, the Trustee, the Corporation and the Owner.

Section 5.2. Titles, Headings, Captions, Etc. The titles, captions and headings of the articles, sections and subdivisions of this First Supplement have been inserted for convenience of reference only and will in no way modify or restrict any of the terms or provisions hereof

Section 5.3. Severability. If any provision of this First Supplement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof. If any one or more of the provisions provided in this First Supplement is construed to be invalid or unenforceable, the parties hereto shall, in the alternative, agree to replace such provision with a lawful provision which most nearly approximates the provision held to be invalid or unenforceable.

Section 5.4. Governing Law. This First Supplement is governed by and to be construed in accordance with the laws and constitution of the State.

Section 5.5. Execution in Counterparts. This First Supplement may be executed in several counterparts, each of which is an original and all of which constitute but one and the same instrument.

Section 5.6. Full Force and Effect. Except as supplemented or amended by this First Supplement, all provisions of the 2012 Indenture, as amended, remain in full force and effect.

Section 5.7. E-verify. To the extent applicable, the Trustee will comply with the "*E-Verify*" requirements of Sections 64-25(5) and 64-26(a) of the General Statutes of North Carolina, as amended, including with respect to subcontractors the Trustee may use in connection with this First Supplement, if any.

[End of Article V]

IN WITNESS WHEREOF, the Corporation and the Trustee have caused this First Supplement to be executed in their respective names and their respective seals to be hereto affixed, as applicable, and attested by their duly authorized officials or offices, as applicable, all as of the date first above written.

BRUNSWICK COUNTY LEASING CORPORATION

[SEAL]

By: _____
Steve Toney Stone
President

ATTEST:

_____
Aaron C. Smith
Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[COUNTERPART SIGNATURE PAGE TO SUPPLEMENTAL INDENTURE, NUMBER 1]

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Shawna L. Hale
Vice President

EXHIBIT A

FORM OF 2022 BOND

R-1 **$[par amount]**

UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA

LIMITED OBLIGATION BOND, SERIES 2022
Evidencing A Proportionate Undivided
Interest in Rights to Receive
Certain Revenues Pursuant to an Installment Financing Contract
Between Brunswick County Leasing Corporation and the
County of Brunswick, North Carolina

INTEREST RATE	MATURITY DATE	DATED DATE
1.12%	**April 1, 2028**	**January 13, 2022**

REGISTERED OWNER: **WELLS FARGO BANK, NATIONAL ASSOCIATION**

PRINCIPAL SUM: _____ **DOLLARS**

THIS CERTIFIES THAT THE REGISTERED OWNER (named above), or registered assigns, has a proportionate undivided interest in rights to receive certain revenues, as described below, pursuant to a certain Installment Financing Contract dated as of March 15, 2012 (as amended by Amendment Number One to the Installment Financing Contract dated as of June 20, 2012, the "*2012 Contract*"), as amended by Amendment Number Two to the Installment Financing Contract dated as of January 1, 2022 (the "*Second Amendment*," and collectively with the 2012 Contract, the "*Contract*"), each between BRUNSWICK COUNTY LEASING CORPORATION (the "*Corporation*") and the COUNTY OF BRUNSWICK, NORTH CAROLINA, a North Carolina political subdivision (the "*County*"). The interest of the Owner of this Limited Obligation Bond, Series 2022 (this "*2022 Bond*") is secured as provided in the Indenture of Trust dated as of March 15, 2012 (the "*2012 Indenture*"), between the Corporation and U.S. Bank National Association (the "*Trustee*"), as trustee, as supplemented by Supplemental Indenture, Number 1 dated as of January 1, 2022 (the "*First Supplement*," and collectively with the 2012 Indenture, the "*Indenture*"), for the registered owners of the 2022 Bond and the 2012 Bonds and any Additional Bonds (the "*Owners*"), by which the rights (with certain exceptions) of the Corporation, under the Contract, have been assigned by the Corporation to the Trustee for the benefit of the Owners. Pursuant to the Contract and the Indenture, the Owner hereof is entitled to receive, solely out of and to the extent available from the sources hereinafter identified, on the Maturity Date stated above (or earlier as hereinafter provided), the Principal Sum stated above, and interest thereon from the Dated Date (shown above) at the interest rate per annum stated above, payable commencing on April 1, 2022, and semiannually thereafter on April 1 and October 1 in each year until payment in full of such principal sum. Principal with respect to this 2022 Bond is payable in lawful money of the United States of America at the principal corporate trust office of the Trustee located in Raleigh, North Carolina, or that of its successor; and interest with respect to this 2022 Bond is payable to the Owner hereof by check or draft of the Trustee, or its successor, to be mailed to such Owner at his or her address as it last appears in the registration books kept by the Trustee.

THIS 2022 BOND EVIDENCES A PROPORTIONATE UNDIVIDED INTEREST IN THE RIGHT TO RECEIVE CERTAIN REVENUES PURSUANT TO THE CONTRACT. THE OBLIGATION OF THE COUNTY TO MAKE INSTALLMENT PAYMENTS AND ADDITIONAL PAYMENTS (AS HEREINAFTER DEFINED) IS A LIMITED OBLIGATION OF THE COUNTY, PAYABLE SOLELY FROM CURRENTLY BUDGETED APPROPRIATIONS OF THE COUNTY; DOES NOT CONSTITUTE A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA; AND DOES NOT CONSTITUTE A DIRECT OR INDIRECT PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA.

Limited Obligation Bonds (County of Brunswick, North Carolina), Series 2012, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the Contract in the aggregate principal amount of $31,010,000, were executed and delivered under the 2012 Indenture to refinance a portion of the Prior Projects.

This 2022 Bond is a limited obligation bond which, together with the 2012 Bonds, evidence proportionate undivided interests in rights to receive certain revenues, as defined in the 2012 Contract (the "*Revenues*") pursuant to the Contract, executed and delivered pursuant to the Indenture in the aggregate principal amount of $[par amount] for the purpose, among others, of providing funds to refinance the Project (as defined in the Second Amendment). Under the Contract, the Corporation has agreed to advance to the County the Purchase Price (as defined in the Contract), the proceeds from which will be used to finance and refinance the 2022 Projects, and the County has agreed to pay directly to the Trustee semiannual payments (the "*Installment Payments*") in repayment of the Purchase Price, the proceeds of which are required by the Indenture to be distributed by the Trustee to the payment of the principal, premium, if any, and interest with respect to the 2022 Bond, the 2012 Bonds and any Additional Bonds (collectively, the "*Bonds*"). In addition to the Installment Payments, the County has agreed to make certain other payments (the "*Additional Payments*") sufficient to pay the fees and expenses of the Trustee and the Corporation and other expenses required to be paid by the County under the Contract. The County has covenanted in the Contract to pay the Installment Payments and the Additional Payments as they become due and, as security for that payment obligation, the County has executed and delivered the Deed of Trust and Security Agreement dated as of March 15, 2012 (the "*2012 Deed of Trust*") from the County to the Deed of Trust trustee named therein for the benefit of the Corporation with respect to the Premises (the "*Deed of Trust*") from the County to the Deed of Trust trustee named therein for the benefit of the Corporation with respect to Additional Premises. If the Contract is terminated by reason of an Event of Default (as defined in the Contract), the principal amount of this 2022 Bond and the interest hereon will be payable from such moneys, if any, as may be available for such purpose, including any moneys received by the Trustee from the sale, lease, sublease or other disposition of the portion of the Projects subject to the Deed of Trust. The Contract may also be terminated if the County exercises its option to prepay in full the Purchase Price. If the County prepays the Purchase Price in full, the proceeds thereof are required to be used to pay the principal, premium, if any, and interest with respect to the Bonds. Reference is hereby made to the Contract and the Indenture for a description of the rights, duties and obligations of the County, the Corporation, the Trustee and the Owners, the terms on which the Bonds are secured, the terms and conditions on which the Bonds will be deemed to be paid at or before maturity or prepayment of the Bonds on the making of provision for the full or partial payment thereof, and the rights of the Owners on the occurrence of an Event of Default. All capitalized, undefined terms used herein have the meanings ascribed thereto in the Contract and the Indenture.

The 2022 Bond is executed and delivered solely as a fully registered bond without coupons.

THE 2022 BOND WILL BE NON-TRANSFERABLE, EXCEPT TO (1) A BANK, INSURANCE COMPANY, OR SIMILAR FINANCIAL INSTITUTION, (2) ANY DIRECT OR INDIRECT WHOLLY-OWNED SUBSIDIARY OF THE OWNER OF THE 2022 BOND (AN "*OWNER AFFILIATE*"), PROVIDED SUCH OWNER AFFILIATE AGREES TO

TRANSFER THE 2022 BOND TO A PERMITTED TRANSFEREE UNDER THIS PARAGRAPH BEFORE IT CEASES TO BE AN OWNER AFFILIATE IF AT THE TIME IT CEASES TO BE AN OWNER AFFILIATE IT WOULD NOT QUALIFY AS A PERMITTED TRANSFEREE UNDER THIS PARAGRAPH, (3) OR ANY OTHER ENTITY APPROVED BY THE LGC. THE TRUSTEE WILL HAVE NO OBLIGATION TO PAY ANY AMOUNTS DUE ON THE 2022 BOND TO ANYONE OTHER THAN THE OWNER OF THE 2022 BOND AS SHOWN ON THE REGISTRATION BOOKS KEPT BY THE TRUSTEE.

The 2022 Bond is subject to prepayment, in whole or in part, on any date. [Add Make-Whole Language] The 2022 Bond will be subject to mandatory redemption beginning on April 1, 2022 in the amounts and on such dates as described below:

YEAR	PRINCIPAL AMOUNT
2022	
2023	
2024	
2025	
2026	
2027	
2028*	

*Maturity

The Trustee shall pay to the Owner of the 2022 Bond so prepaid the amounts due on the 2022 Bond at the principal corporate trust office of the Trustee. Prepayments shall be accompanied by a written designation prepared by the Trustee stating the portion of the payment representing the unpaid principal amount of the 2022 Bond immediately before the payment, the portion of the payment representing interest, and the remaining portion, if any, which shall be designated and paid as a prepayment premium.

The Indenture permits amendments thereto and to the Contract and the Deed of Trust on the agreement of the Corporation and the Trustee and with the approval of the Owners of not less than a majority or, in certain instances, 100% in aggregate principal amount of the 2022 Bond at the time Outstanding. The Indenture also contains provisions permitting the Corporation and the Trustee to enter into amendments to the Indenture, the Contract and the Deed of Trust without the consent of the Owner of the 2022 Bond for certain purposes.

Any consent or request by the Owner of this 2022 Bond is conclusive and binding on such Owner and on all future Owners of this 2022 Bond and of any bond executed and delivered on the transfer of this 2022 Bond, whether or not notation of such consent or request is made on this 2022 Bond.

This 2022 Bond is executed and delivered with the intent that the laws of the State of North Carolina shall govern its legality, validity, enforceability and construction.

This 2022 Bond is not entitled to any right or benefit under the Indenture, or valid or obligatory for any purposes until this 2022 Bond has been authenticated by the execution by the Trustee, or its successors as Trustee, of the certificate of authentication inscribed hereon.

IN WITNESS WHEREOF, BRUNSWICK COUNTY LEASING CORPORATION has caused this 2022 Bond to be executed with the manual or facsimile signature of its President and its corporate seal or a facsimile thereof to be impressed or imprinted hereon and attested with the manual or facsimile signature of its Secretary, all as of the Dated Date set forth above.

BRUNSWICK COUNTY LEASING CORPORATION

[SEAL]

By:_____
Steve Toney Stone
President

Attest:

_____
Aaron C. Smith
Secretary

CERTIFICATE OF AUTHENTICATION

This is the Limited Obligation Bond, Series 2022 evidencing a proportionate undivided interest in rights to receive certain Revenues pursuant to the within-mentioned Contract and Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated: January 13, 2021

By:_____
Shawna L. Hale
Vice President

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

_____

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

Attorney to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

_____

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program ("*Stamp*") or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

AMENDMENT NUMBER TWO
TO THE INSTALLMENT FINANCING CONTRACT

THIS AMENDMENT NUMBER TWO TO THE INSTALLMENT FINANCING CONTRACT dated as of January 1, 2022 (the "*Second Amendment*"), by and between **BRUNSWICK COUNTY LEASING CORPORATION** (the "*Corporation*"), a nonprofit corporation duly created and existing under the laws of the State of North Carolina, and the **COUNTY OF BRUNSWICK, NORTH CAROLINA,** a political subdivision duly organized under the laws of the State of North Carolina (the "*County*"), amending an Installment Financing Contract dated as of March 15, 2012 (as amended by Amendment Number One to the Installment Financing Contract dated as of June 20, 2012, the "*2012 Contract*"), between the Corporation and the County;

W I T N E S S E T H :

WHEREAS, the Corporation and the County previously entered into the 2012 Contract for the purposes outlined therein;

WHEREAS, the Corporation has previously executed and delivered Limited Obligation Bonds (County of Brunswick, North Carolina), Series 2012A, Evidencing Proportionate Undivided Interests in Rights to Receive Certain Revenues under the Contract in the aggregate principal amount of $31,010,000;

WHEREAS, under the 2012 Indenture, Additional Bonds (as defined therein) may be executed and delivered in order to pay (1) the cost of acquiring, constructing, renovating and equipping other facilities or acquiring equipment and other capital assets for utilization by the County for public purposes; (2) the cost of refunding of all or any portion of the Bonds (as defined therein) then Outstanding (as defined therein) or any other installment financing obligations of the County, provided such a refunding does not result in a reduction in the bond rating assigned to the Outstanding Bonds by Moody's or S&P (each as defined therein); and (3) the Costs of Issuance (as defined therein) relating to the execution, delivery and sale of the Additional Bonds;

WHEREAS, to refund the 2012 Bonds maturing on or after April 1, 2023, the proceeds of which were used to refinance a portion of the Prior Projects, the County wishes to amend the 2012 Contract as permitted under Section 9.04 of the 2012 Indenture;

NOW, THEREFORE, THIS AMENDMENT NUMBER TWO TO THE INSTALLMENT FINANCING CONTRACT WITNESSETH:

Section 1. ***Definitions.*** Capitalized, undefined terms used herein have the meaning assigned to them in the 2012 Contract, the 2012 Indenture, the Second Amendment and the First Supplement. In addition, the following words and terms used herein have the meanings set forth below:

"*Contract*" means the 2012 Contract and this Second Amendment.

"*First Supplement*" means Supplemental Indenture, Number 1 dated as of January 1, 2022, between the Corporation and the Trustee and any amendments or supplements thereto, supplementing and amending the 2012 Indenture.

"*Refunded 2012 Bonds*" means the 2012 Bonds maturing on and after April 1, 2023.

"*Second Amendment*" means this Amendment Number Two to the Installment Financing Contract dated as of January 1, 2022, between the Corporation and the County and any amendments or supplements thereto, including Payment Schedule attached hereto, amending the 2012 Contract.

Section 2. ***Amendments to the 2012 Contract.***

(a) The definition of the following words in the 2012 Contract, as amended, is replaced with the following definition:

"*Contract*" means, collectively, the 2012 Contract and the Second Amendment.

"*Purchase Price*" means the amount of $_____ advanced by the Corporation to enable the County to refinance the Prior Contracts and the Refunded 2012 Bonds under the terms of the Contract, as such price may be adjusted in connection with the execution and delivery of Additional Bonds under Section 2.11 of the 2012 Indenture.

(b) Section 3.5 of the Contract is deleted in its entirety and replaced with the following paragraph:

> "(a) If the County has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2012 Bonds on any date on or after April 1, 2022, in full or in part in the amount of $5,000 or any integral multiple thereof on 45 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2012A Bonds, including any required prepayment premium under Section 4.01 of the Indenture, plus accrued interest to the prepayment date.
>
> (b) If the County has performed all of its obligations under this Contract, then it shall have the option to prepay or provide for the prepayment of the Purchase Price applicable to the 2022 Bond on any date, in full or in part in the amount of $5,000 or any integral multiple thereof on 30 days' notice to the Trustee, at a prepayment price equal to the then applicable prepayment price of the 2022 Bond, including any required prepayment premium under Section 4.01 of the 2012 Indenture or Section 3.1 of the First Supplement, plus accrued interest to the prepayment date.
>
> (c) If the Purchase Price is partially prepaid, then the Trustee shall recalculate the Payment Schedule as necessary in the manner required by Section 3.07 of the Indenture."

(c) The form of requisition attached hereto as Exhibit A replaces the form of requisition provided as Exhibit A to the 2012 Contract and all references in the 2012 Contract to Exhibit A shall be read to apply to Exhibit A attached hereto.

Section 3. ***Funds.*** (a) From the proceeds of the 2022 Bond, the Corporation will cause the proceeds from the 2022 Bond to be deposited as set forth in Section 4.2 of the First Supplement.

(b) The Trustee shall disburse any money held in the Series 2022 Account of the Costs of Issuance Fund for payment of Costs of Issuance relating to the 2022 Bond on receipt of written requisition in the form set forth in Exhibit A attached hereto, together with any documents or other items as the Trustee may reasonably determine to be necessary. To the extent any funds remain in the Series 2022 Account of the Costs of Issuance Fund on March 16, 2022, the Trustee is directed to transfer them

to the 2022 Interest Account of the Bond Fund on or before March 25, 2022 and use such funds to pay interest on the 2022 Bond.

(c) The Trustee shall disburse any money held in the 2012 Account of the Prepayment Fund to prepay the Refunded 2012 Bonds on April 1, 2022 as per instructions provided by the County at the time of delivery of the 2022 Bond.

Section 4. ***Payment Schedule.*** The Payment Schedule attached to the 2012 Contract is replaced by the Payment Schedule attached hereto, and after the date of this Second Amendment, the County agrees to make all Installment Payments in the amounts and at the times shown in the Payment Schedule attached hereto.

Section 5. ***Representations, Warranties and Covenants of the County and the Corporation.*** The County hereby represents and warrants that the representations, warranties and covenants in Section 8.1 of the 2012 Contract are true and correct as of the date of the execution and delivery of this Second Amendment as if made on the date of the execution and delivery of this Second Amendment. The Corporation hereby represents and warrants that the representations and warranties in Section 8.2 of the 2012 Contract are true and correct as of the date of the execution and delivery of this Second Amendment as if made on the date of the execution and delivery of this Second Amendment.

Section 6. ***Audited Financials.*** The County agrees to provide its annual audited financial report to the Owner of the 2022 Bond within 270 days after the close of the fiscal year if such report is not otherwise provided to the Municipal Securities Rulemaking Board (the "*MSRB*") pursuant to the County's continuing disclosure obligation.

Section 7. ***Arbitrage and Tax Covenants.*** With respect to the 2022 Bond, the County covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of that portion of the interest components of the Installment Payments intended as of the date hereof to be excluded from gross income of the recipient thereof for federal income tax purpose and, if it should take or permit, or omit to take or cause to be taken, any such action, the County will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The County acknowledges that the continued exclusion of that portion of the interest on the interest component of the Installment Payments from the Owner's gross income for federal income tax purposes intended as of the date hereof to be excluded from gross income of the recipient thereof for federal income tax purpose depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code.

The County covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2022 Bond or other funds under its control or under any fund created in the Indenture to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2022 Bond to be "*arbitrage bonds*" for purposes of Section 148 of the Code. The County covenants that it will comply and will direct the Trustee to comply with the investment instructions in the Tax Certificate with respect to the 2022 Bond.

[SIGNATURES BEGIN ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Corporation and the County have caused this Second Amendment to be executed in their respective names and their respective seals to be hereto affixed and attested by their duly authorized officials or officers, all as of the date first above written.

BRUNSWICK COUNTY LEASING CORPORATION

[SEAL]

By: _____
Steve Toney Stone
President

ATTEST:

_____
Aaron C. Smith
Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO THE
INSTALLMENT FINANCING CONTRACT BETWEEN
BRUNSWICK COUNTY LEASING CORPORATION AND THE COUNTY OF BRUNSWICK, NORTH CAROLINA]

COUNTY OF BRUNSWICK, NORTH CAROLINA

[SEAL]

By: _____
Randell Woodruff
County Manager

Attest:

_____
Daralyn Spivey
Clerk to the Board of County Commissioners

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO THE
INSTALLMENT FINANCING CONTRACT BETWEEN
BRUNSWICK COUNTY LEASING CORPORATION AND THE COUNTY OF BRUNSWICK, NORTH CAROLINA]

CONSENTED TO AND ACCEPTED:

U.S. BANK NATIONAL ASSOCIATON,
as Trustee

By: _____
Shawna L. Hale
Vice President

[Signatures Continued on the Following Page]

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NUMBER TWO TO THE
INSTALLMENT FINANCING CONTRACT BETWEEN
BRUNSWICK COUNTY LEASING CORPORATION AND THE COUNTY OF BRUNSWICK, NORTH CAROLINA]

THIS CONTRACT AMENDMENT HAS BEEN
APPROVED UNDER THE PROVISIONS
OF THE NORTH CAROLINA GENERAL
STATUTES, § 159-152.

By: _____
Secretary of the Local Government Commission

INSTALLMENT PAYMENT SCHEDULE – 2012 BONDS

DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL PAYMENT

INSTALLMENT PAYMENT SCHEDULE – 2022 BOND

DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL PAYMENT

EXHIBIT A

FORM OF REQUISITION
ACQUISITION AND CONSTRUCTION FUND

U.S. Bank National Association
5540 Centerview Drive, Suite 200
Raleigh, North Carolina 27606
Attention: Global Corporate Trust

Re: Direction to Make Disbursements from the 2022 Bond Account of the Costs of Issuance Fund

Ladies and Gentlemen:

Pursuant to Section 3.11 of the Indenture of Trust dated as of March 15, 2012 (the "*2012 Indenture*"), between Brunswick County Leasing Corporation (the "*Corporation*") and U.S. Bank National Association, the successor to which is Regions Bank (the "*Trustee*"), as trustee, as supplemented by Supplemental Indenture, Number 4 dated as of January 1, 2022 (the "*First Supplement*") between the Corporation and the Trustee and Section 4.2 of the Installment Financing Contract dated as of March 15, 2012 (as amended by Amendment Number One to the Installment Financing Contract dated as of June 20, 2012, the "*2012 Contract*"), between the Corporation and the County of Brunswick, North Carolina (the "*County*"), as amended by Amendment Number Two to the 2012 Contract dated as of January 1, 2022 (the "*Second Amendment*") between the County and the Corporation, you are hereby directed to disburse from the 2022 Bond Account of the Acquisition and Construction Fund referred to in the First Supplement (the "*2022 Bond Account of the Acquisition and Construction Fund*") the amount indicated below.

The undersigned hereby certifies:

1. This is requisition number _____ from the 2022 Bond Account of the Costs of Issuance Fund.

2. The name and address of the person, firm or corporation to whom the disbursement is due is as follows:

3. The amount to be disbursed is $_____.

4. The purpose of the disbursement is to _____.

5. The disbursement herein requested is for an obligation properly incurred, is a proper charge against the 2022 Bond Account of the Costs of Issuance Fund as a Cost of Acquisition and Construction and such obligation has not been the basis of any previous disbursement.

Dated this __ day of _____, 20_.

COUNTY OF BRUNSWICK, NORTH CAROLINA

By:_____
County Representative

SOURCES AND USES OF FUNDS

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Dated Date	01/13/2022
Delivery Date	01/13/2022

Sources:	
Bond Proceeds:	
Par Amount	11,225,000.00
	11,225,000.00

Uses:	
Refunding Escrow Deposits:	
Cash Deposit	11,132,390.63
Delivery Date Expenses:	
Cost of Issuance	90,500.00
Other Uses of Funds:	
Additional Proceeds	2,109.37
	11,225,000.00

SUMMARY OF BONDS REFUNDED

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Refunding Limited Obligation Bonds, Series 2012, SERIAL:					
	04/01/2023	5.000%	2,075,000.00	04/01/2022	100.000
	04/01/2024	3.000%	2,095,000.00	04/01/2022	100.000
	04/01/2025	3.000%	1,605,000.00	04/01/2022	100.000
	04/01/2025	5.000%	100,000.00	04/01/2022	100.000
	04/01/2026	3.000%	1,245,000.00	04/01/2022	100.000
	04/01/2026	4.500%	450,000.00	04/01/2022	100.000
	04/01/2027	3.125%	1,245,000.00	04/01/2022	100.000
	04/01/2027	4.500%	440,000.00	04/01/2022	100.000
	04/01/2028	3.250%	1,350,000.00	04/01/2022	100.000
	04/01/2028	4.500%	330,000.00	04/01/2022	100.000
			10,935,000.00		

SAVINGS

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 01/13/2022 @ 1.1201129%
04/01/2022	197,390.63	92,239.33	105,151.30	104,897.13
04/01/2023	2,469,781.26	2,364,992.00	104,789.26	104,120.09
04/01/2024	2,386,031.26	2,279,904.00	106,127.26	104,053.94
04/01/2025	1,933,181.26	1,830,488.00	102,693.26	99,481.51
04/01/2026	1,870,031.26	1,765,832.00	104,199.26	99,723.73
04/01/2027	1,802,431.26	1,696,680.00	105,751.26	99,978.60
04/01/2028	1,738,725.00	1,633,088.00	105,637.00	98,656.68
	12,397,571.93	11,663,223.33	734,348.60	710,911.68

Savings Summary

Dated Date	01/13/2022
Delivery Date	01/13/2022
PV of savings from cash flow	710,911.68
Plus: Refunding funds on hand	2,109.37
Net PV Savings	713,021.05

SUMMARY OF REFUNDING RESULTS

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Dated Date	01/13/2022
Delivery Date	01/13/2022
Arbitrage yield	1.120113%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	11,225,000.00
True Interest Cost	1.120113%
Net Interest Cost	1.120000%
All-In TIC	1.359106%
Average Coupon	1.120000%
Average Life	3.486
Par amount of refunded bonds	10,935,000.00
Average coupon of refunded bonds	3.460339%
Average life of refunded bonds	3.570
PV of prior debt to 01/13/2022 @ 1.120113%	11,935,911.68
Net PV Savings	713,021.05
Percentage savings of refunded bonds	6.520540%
Percentage savings of refunding bonds	6.352081%

BOND SUMMARY STATISTICS

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Dated Date	01/13/2022
Delivery Date	01/13/2022
Last Maturity	04/01/2028
Arbitrage Yield	1.120113%
True Interest Cost (TIC)	1.120113%
Net Interest Cost (NIC)	1.120000%
All-In TIC	1.359106%
Average Coupon	1.120000%
Average Life (years)	3.486
Duration of Issue (years)	3.412
Par Amount	11,225,000.00
Bond Proceeds	11,225,000.00
Total Interest	438,223.33
Net Interest	438,223.33
Total Debt Service	11,663,223.33
Maximum Annual Debt Service	2,364,992.00
Average Annual Debt Service	1,876,121.72

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Serial Bond	11,225,000.00	100.000	1.120%	3.486	3,793.85
	11,225,000.00			3.486	3,793.85

	TIC	All-In TIC	Arbitrage Yield
Par Value	11,225,000.00	11,225,000.00	11,225,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-90,500.00	
- Other Amounts			
Target Value	11,225,000.00	11,134,500.00	11,225,000.00
Target Date	01/13/2022	01/13/2022	01/13/2022
Yield	1.120113%	1.359106%	1.120113%

BOND PRICING

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Serial Bond:					
	04/01/2022	65,000	1.120%	1.120%	100.000
	04/01/2023	2,240,000	1.120%	1.120%	100.000
	04/01/2024	2,180,000	1.120%	1.120%	100.000
	04/01/2025	1,755,000	1.120%	1.120%	100.000
	04/01/2026	1,710,000	1.120%	1.120%	100.000
	04/01/2027	1,660,000	1.120%	1.120%	100.000
	04/01/2028	1,615,000	1.120%	1.120%	100.000
		11,225,000			

Dated Date	01/13/2022	
Delivery Date	01/13/2022	
First Coupon	04/01/2022	
Par Amount	11,225,000.00	
Original Issue Discount		
Production	11,225,000.00	100.000000%
Underwriter's Discount		
Purchase Price	11,225,000.00	100.000000%
Accrued Interest		
Net Proceeds	11,225,000.00	

BOND DEBT SERVICE

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Dated Date	01/13/2022
Delivery Date	01/13/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2022	65,000	1.120%	27,239.33	92,239.33	92,239.33
10/01/2022			62,496.00	62,496.00	
04/01/2023	2,240,000	1.120%	62,496.00	2,302,496.00	2,364,992.00
10/01/2023			49,952.00	49,952.00	
04/01/2024	2,180,000	1.120%	49,952.00	2,229,952.00	2,279,904.00
10/01/2024			37,744.00	37,744.00	
04/01/2025	1,755,000	1.120%	37,744.00	1,792,744.00	1,830,488.00
10/01/2025			27,916.00	27,916.00	
04/01/2026	1,710,000	1.120%	27,916.00	1,737,916.00	1,765,832.00
10/01/2026			18,340.00	18,340.00	
04/01/2027	1,660,000	1.120%	18,340.00	1,678,340.00	1,696,680.00
10/01/2027			9,044.00	9,044.00	
04/01/2028	1,615,000	1.120%	9,044.00	1,624,044.00	1,633,088.00
	11,225,000		438,223.33	11,663,223.33	11,663,223.33

ESCROW REQUIREMENTS

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Period Ending	Interest	Principal Redeemed	Total
04/01/2022	197,390.63	10,935,000.00	11,132,390.63
	197,390.63	10,935,000.00	11,132,390.63

COST OF ISSUANCE

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Cost of Issuance	$/1000	Amount
Placement Agent	1.33630	15,000.00
Bond Counsel	3.38530	38,000.00
LGC	1.11359	12,500.00
Bank Counsel	0.89087	10,000.00
Title Insurance (est.)	1.11359	12,500.00
Miscellaneous	0.22272	2,500.00
	8.06236	90,500.00

IMPORTANT DISCLOSURES

Brunswick County, North Carolina
Limited Obligation Bond, Series 2022

Robert W. Baird & Co. Incorporated ('Baird') is not recommending that you take or not take any action. Baird is not acting as financial advisor or municipal advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information contained herein and/or accompanying materials (collectively, the 'Materials'). Baird is acting for its own interests. You should discuss the Materials with any and all internal or external advisors and experts that you deem appropriate before acting on the Materials.

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Brunswick County Board of Commissioners

ACTION AGENDA ITEM

December 6, 2021

Action Item # X. - 1.

From:
Aaron Perkins & Haynes Brigman

Parks & Recreation - ARPA Funding Allocation Request for Park Improvements

Issue/Action Requested:
Request that the Board of Commissioners consider appropriating $2 million of American Rescue Plan Act funds towards Brunswick County Park Improvements.

Background/Purpose of Request:
American Rescue Plan Act (ARPA) funding has been approved for projects that promote community and individual health, wellness, and physical activity in underserved areas, especially related to improved access to these facilities and programs that may be beneficial during pandemic restrictions.
One of the most popular choices for County residents and visitors during the pandemic was to visit our parks to find avenues for socially distanced physical activity for themselves, their families, and their pets.
To meet the qualifications of ARPA funding for parks and recreation improvement projects, the improvements must meet the needs and improve access for the underserved areas of our community. Using Qualified Census Tracts (QCTs) established by the US Census Bureau, Parks & Recreation staff have identified capital and deferred maintenance expenditures specific to the parks that serve these QCT areas.
Parks that have been identified within a QCT area, or most closely serve a QCT area, include Shallotte District Park, Cedar Grove Park, Lockwood Folly Park, Northwest District Park, Leland Community Park, and Navassa Township District Park.
For reference, QCTs are defined by the US Census Bureau as geographic areas in which at least 50% of households have an income less than 60% of the Area Median Income (AMGI). Brunswick County has four (4) QCT areas across our County (map attached).
Staff has identified the following capital and deferred maintenance items that will be addressed using these funds:

- Repair and/or Replacement of aging playground equipment and sport court surfaces
- Improved and/or added amenities within the parks to give additional recreational, educational, and wellness opportunities to users
- Repair and/or Replacement of aging and obsolete scoreboards
- Fence and Park Entrance Repair and Security Access Improvements
- Repair and/or Replacement of aging park and wayfinding/directional signage
- Repair and/or Replacement of broken, obsolete, or missing lighting, including pedestrian, security, and ballfield lighting
- Address patron safety issues including ADA access issues, trip hazards, ball net replacement, and fence replacement or removal
- Repair of aging buildings and facilities to protect and improve the lifespan of facilities. This includes welding repairs to rusted structural support beams, siding repair/replacement, roof repair and replacement, plumbing upgrades, painting, and in some instances, the complete removal of facilities due to significant deterioration and safety concerns
- Asphalt repair to parking lots, concrete repair and replacement for sidewalks and other access pathways

Pictures to show the need for these types of improvements are attached
It is important to emphasize that the requested $2 million will not address all of the needs identified in the list above; but it will go a long way towards addressing the long-term needs in these parks. Staff will prioritize the improvements based on the need and improvement impact, as well as ensure that improvements are spread across the parks identified.
The use of ARPA funds means there will be no impact on the General Fund budget of the County for these needed improvements, which will allow the County to focus and reallocate funding to other priority areas.
Specifically, by using ARPA for these purposes, the County will be able to reallocate $503,000 it has budgeted in the FY2022 Capital Improvement Plan for Shallotte Park asphalt, lighting, and gazebo improvements and playground replacement at Cedar Grove Park.

If ARPA funding is approved for these improvements, a budget amendment will also be approved moving the Shallotte Park and Cedar Grove Park projects from the FY2022 Capital Outlay project list. The use of ARPA funding for these improvements also means that future General Fund revenue will not be needed for these expenses in the future.
Staff is seeking approval from the Board to utilize $2,000,000 of American Rescue Plan Act funding for the purposes outlined above.

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations
Budget amendments and the associated capital project ordinance appropriates $2,000,000 in ARP funds for use in several parks in QCT areas (specific Park and capital line items will be utilized as expenditures are identified for reporting purposes) and reduces the capital outlay improvements general fund Parks budget $503,000 approved in the FY 22 budget for items eligible for ARP funding.

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners consider appropriating $2 million of American Rescue Plan Act funds towards Brunswick County Park Improvements.

ATTACHMENTS:

Description

- Park Improvement Pictures
- QCT Areas & Park Locations
- List of Park Specific Improvements with Estimates
- 202011206 Budget Amendment Parks Capital Outlay.pdf
- 20211206 Budget Amendment ARP Park Improvements.pdf
- Project 3- Repairs and Maintenance of QCT area Parks.pdf

Brunswick County Parks Evaluations


















BRUNSWICK COUNTY PARKS & RECREATION
HOME
INNING
GUESTS
AT BAT
BALL
STRIKE
OUT



















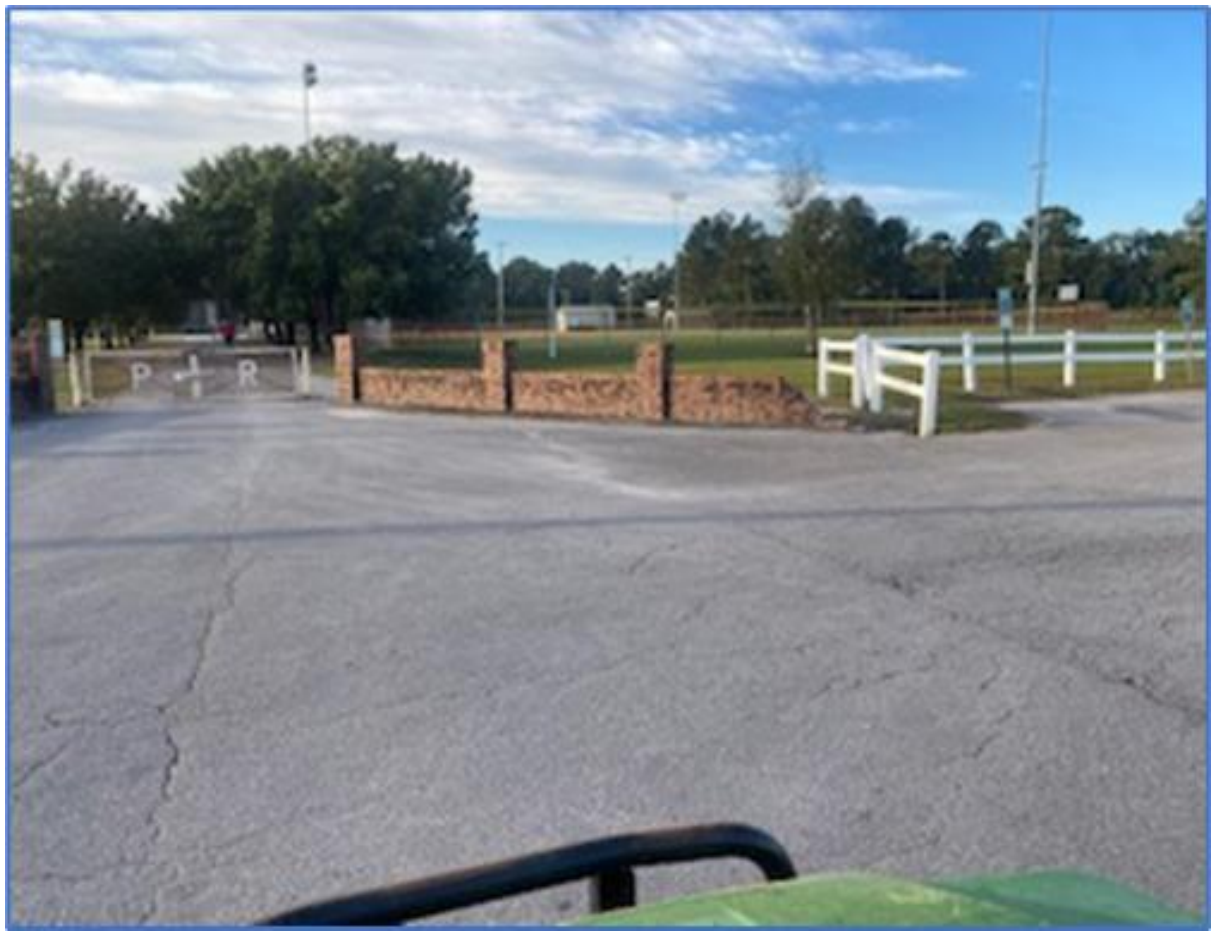





FIELD
2






P R


1937 Press Box



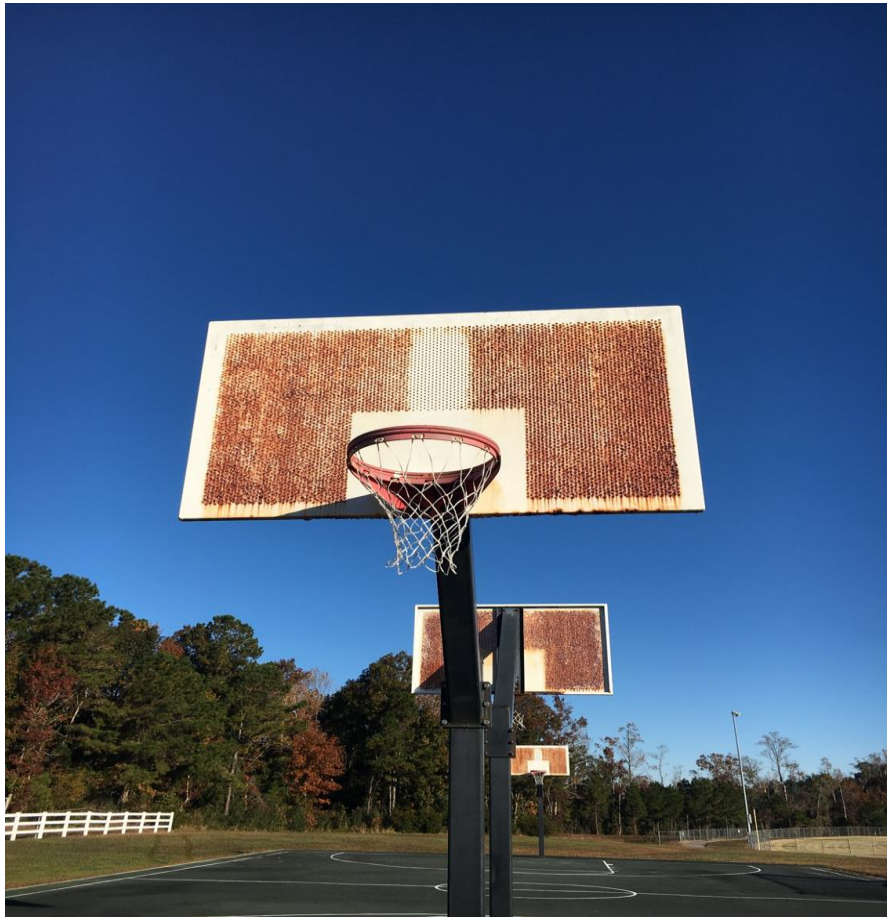












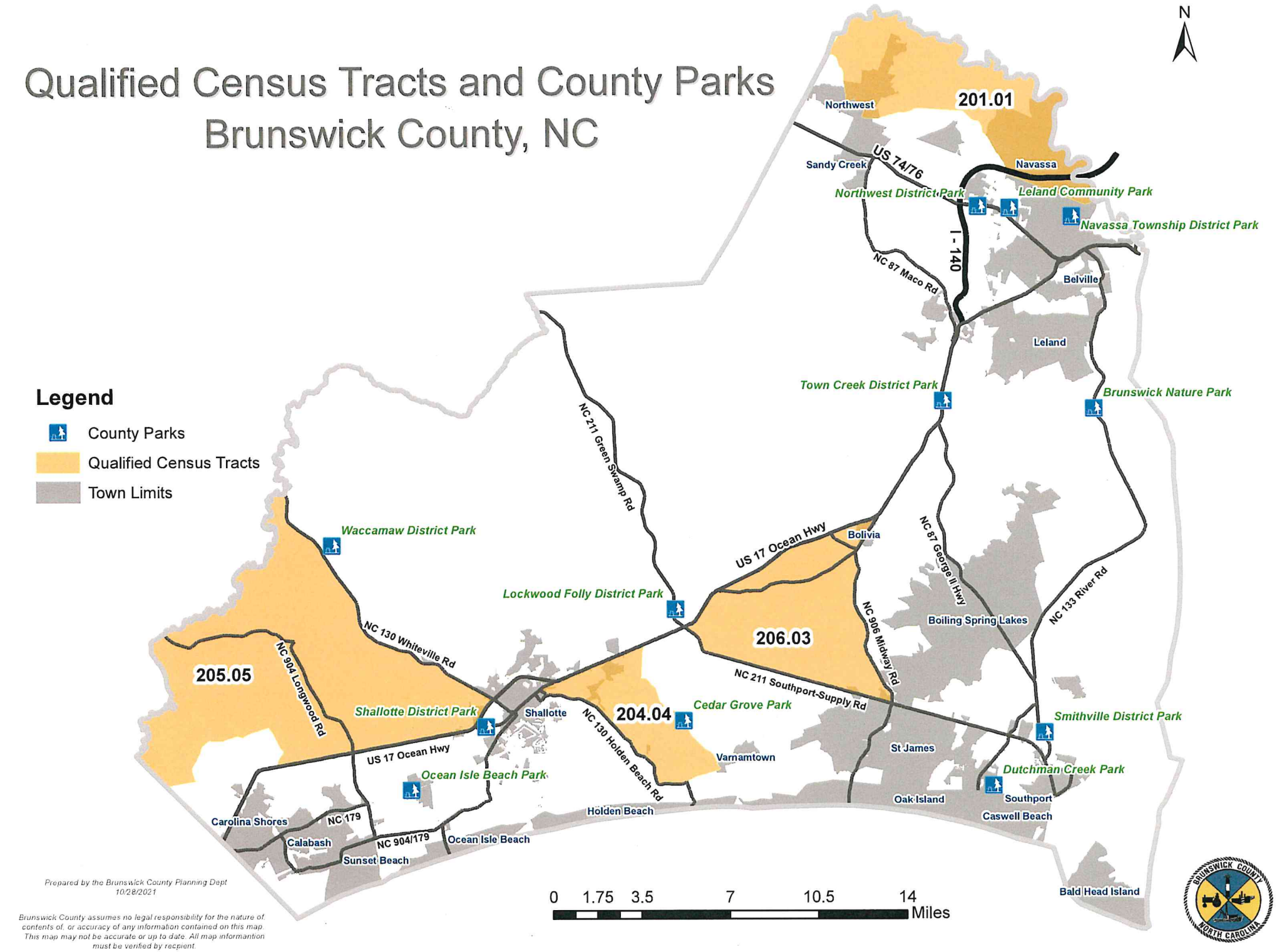








Qualified Census Tracts and County Parks
Brunswick County, NC



Prepared by the Brunswick County Planning Dept
10/28/2021

Brunswick County assumes no legal responsibility for the 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.

Navassa Park		
Playground	$	140,000.00
Basketball Courts	$	100,000.00
Fencing	$	10,000.00
Score Board	$	5,000.00
Sports Lighting	$	82,000.00
Foul Poles	$	3,000.00
Horse Shoes	$	5,000.00
	$	345,000.00

Leland		
Perimeter Fencing/ Wood Fencing	$	20,000.00
Batting Cages	$	30,000.00
Welding on Pressbox #1	$	8,000.00
Hardie Board and Board Batten around both Press Boxes	$	10,000.00
2 - Score Boards	$	10,000.00
Water Fountains	$	6,000.00
Foul Poles	$	6,000.00
2- Bocce Ball	$	40,000.00
Sign, Landscaping and lighting	$	18,000.00
	$	148,000.00

Northwest Park		
Entrance and Perimeter Fencing	$	50,000.00
Entrance Rolling Gate	$	18,000.00
Sign, Landscaping and lighting	$	18,000.00
Sports Lighting Panel Box Reconfiguration/ Lighting Revamp	$	30,000.00
Walk Ways and crossing	$	15,000.00
Score Boards	$	25,000.00
Resurfacing Basketball and Tennis courts	$	47,000.00
Foul Poles	$	15,000.00
Asphalt Repairs	$	25,000.00
	$	243,000.00

Cedar Grove		
Playground	$	240,000.00
Sign, Landscaping and lighting	$	18,000.00
Fencing and Entrance Rolling Gate	$	18,000.00
Foul Poles	$	6,000.00
Scoreboards	$	10,000.00
Asphalt Repairs	$	10,000.00
	$	302,000.00

Shallotte Park		
Sign, Landscaping and lighting	$	18,000.00
Gazebo Repairs	$	18,000.00
Park Fencing	$	44,000.00
Entrance Rolling Gates	$	18,000.00

Security Lighting	$	245,000.00
Asphalt Overlay		
Foul Poles	$	12,000.00
Sports Lighting	$	500,000.00
	$	855,000.00

Lockwood Folly Park		
Sign, Landscaping and lighting	$	18,000.00
ADA Sidewalk to restroom	$	8,000.00
3 – Score Boards	$	15,000.00
Entrance Rolling Gate	$	18,000.00
Foul Poles	$	9,000.00
Resurfacing Basketball and Tennis courts	$	25,000.00
Wooding fencing replacement	$	14,000.00
	$	107,000.00

$ 345,000.00

$ 148,000.00

$ 243,000.00

$ 302,000.00

$ 855,000.00

$ 107,000.00

$ 2,000,000.00

Request Info	
Type	Budget Amendment
Description	Parks Capital Outlay
Justification	Board Meeting 12/06/20201 - Decrease Parks and Recreation Capital Outlay improvements general fund budget for items eligible for American Rescue Plan (ARP) funding.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr	
100000	399100	General Revenues	Fund Balance Appropriated	-503000	Decrease	Debit	
106130	459000	Parks	Cap Outlay-Improvements	-503000	Decrease	Credit	

Total

Grand Total:	-1006000

Request Info	
Type	Budget Amendment
Description	ARP Park Improvements
Justification	Board Meeting 12/06/2021 - Appropriate $2,000,000 for capital items needed and/or to fund deferred maintenance items located in QCT areas. Specific Park and capital lines items will be utilized as expenses are identified for reporting purposes.
Originator	CHRISTINA KENNEDY

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
230010	459000	American Rescue Plan	Cap Outlay-Improvements	503000	Increase	Debit
230010	435102	American Rescue Plan	Repair and Maint - Grounds	1497000	Increase	Debit
230010	464052	American Rescue Plan	American Rescue Plan	-2000000	Decrease	Credit

Total

Grand Total:	0

American Rescue Plan (ARP)
Project Approval Template

Instructions:
All projects MUST fall in one fo the Allowable Project Categories to be considered. Complete all yellow highlighted fields via direct entry or drop down list. Select the appropriate Expenditure Category Code for project. Additional requirements for projects noted with * and ^. Items noted in BLUE: Review tabs for additional requirements and documentation
Contact Christina Kennedy at 253-2040 or Haynes Brigman at 253-2033 with questions.

Project Title: Brunswick County Parks Improvement

Project Detailed Description/Scope of Work:
One of the most popular choices for County residents and visitors during the pandemic was to visit our parks to find avenues for socially distanced physical activity for themselves, their families, and their pets. Parks & Recreation staff have identified capital and deferred maintenance expenditures specific to the parks that serve these QCT areas. The following parks that have been identified within the QCT area or most closely serve a QCT areas include Shallotte District Park, Cedar Grove Park, Lockwood Folly Park, Northwest District Park, Leland Community Park, and Navassa Township District Park. Repair and/or Replacement of aging playground equipment and sport court surfaces. Improved and/or added amenities within the parks to give additional recreational, educational, and wellness opportunities to users. Repair and/or Replacement of aging and obsolete scoreboards. Fence and Park Entrance Repair and Security Access Improvements. Repair and/or Replacement of aging park and wayfinding/directional signage. Repair and/or Replacement of broken, obsolete, or missing lighting, (including pedestrian, security, and ballfield lighting). Address patron safety issues including ADA access issues, trip hazards, ball net replacement, and fence replacement or removal. Repair of aging buildings and facilities to protect and improve the lifespan of facilities. This includes welding repairs to rusted structural support beams, siding repair/replacement, roof repair and replacement, plumbing upgrades, painting, and in some instances, the complete removal of facilities due to significant deterioration and safety concerns. Asphalt repair to parking lots, concrete repair and replacement for sidewalks and other access pathways.

Project Amount: 2,000,000 **Location:** Various Brunswick County Parks identifed in Project Detial
(primary place of performance)

Will project require continued County financial commitment when ARP funding ends? No

Will project require additional County funding? No

Projected Start Date: 4/1/2022 **Is project located in Qualifed Census Tract (QCT) location:** Yes
(see QCT-Disadv Comm tab for additional requirements)

Projected End Date: 7/1/2025 **Is project serving an economically disadvantaged community:** Yes
(see QCT-Disadv Comm tab for additional requirements)

Does Project Require Subaward: No **Select Type of Subaward:** Contract **Sub Amount:**

Name of Subawardee(s):
(see Subaward tab for additional requirements)

Allowable Project Categories (projects MUST address one of the below to be considered)

Address COVID Public Health
Support public health expenditures by funding COVID 19 mitigation efforts, medical expenses, behavioral healthcare, and certain pubic health and safety staff;
Eligible uses under this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.

Address COVID Economic Impact
Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
Eligible uses under this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.

Replace Lost Revenue	Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experiened due to the pandenic; Allows a local government to use ARP monies to fund (most) general government services, to the extent that the local government experiences a reductionin general revenue during the pandemic, according to specified formula.
Premium Pay	Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
Infrastructure Investment	Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet. Aligns eligible uses with the types or categories fo projects that would be eligible to receive financial assistance through the EPA's Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF)

Select the appropriate Expenditure Category for Project

Expenditure Category Codes (EC)

1.7 Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency

(see Programmatic Data tabs for additional requirements based on expenditure category codes)

Expenditure Categories with * denotes areas where recipients must identifty the amount of total funds that are allocated to evidence-based interventions

Expenditures Categories with ^ denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities

IF Water/Sewer Infrastructure project, please select EPA eligible program:

Select Eligible Project Type:

Reporting:

Reports on all projects (including subawards) are due to US Treasury within 30 calendar days after the end of each calendar quarter. Departments will be required to submit detailed reporting requirements to Finance for review to meet quarterly deadline. ARP funds may be used to cover eligbile costs incurred during the period of March 3, 2021 - December 31, 2024. Obligations incurred by December 31, 2024 must be expended by December 31, 2026.

ALL projects will have to be defended to the US Treasury in reporting.

ARP Compliance and Reporting Guidance and Requirements can be viewed here:
https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf

Aaron Perkins/Parks & Recreation	11/24/2021
Requester/Department	**Date**
Designated ARP Funding Manager	11/29/21 **Date**
Director of Finance	**Date**

Legal

11-24-21
Date

County Manager

11-29-2021
Date

All projects require an agenda item for BOCC approval.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
December 6, 2021

Action Item # X. - 2.
Utilities - Job Position Adjustment (John Nichols, PE - Director of Public Utilities)

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners approve the adjustment of two job descriptions and associated grade changes for two open positions.

Background/Purpose of Request:
Due to the ongoing expansion of the utility system and the need for additional managerial capability within the Department it is recommended that two positions be adjusted. Both positions are open due to vacancies. It is recommended that the open Project Coordinator (Grade 73) position be changed to a Deputy Director - Design & Construction (Grade 78) and the Utility System Electrician (65) be changed to a Wastewater Collections Supervisor (69). The Utility Systems Electrician position was recently advertised and there were no qualified applicants. Modification of the requirements of the position will not only encourage more applicants but will allow for the delegation of additional responsibility in order to provide additional direction to staff and a higher level of customer service.

Utility System Electrician – This position was recently vacated and externally advertised. There was only one applicant for the position and that applicant did not meet the minimum qualifications (Electrical license and a Wastewater Collections license). This combination of requirements is rare and re-advertisement based on the same job description would likely yield the same results. Moreover, as the collections system and regulatory requirements continue to grow, the utility would benefit from an adjustment of the position that would provide additional oversight within this division. There had been a grade 70 Wastewater Supervisor position in the division that was eliminated in 2018.

Project Coordinator – There are ten direct reports and seven business units (Project Management, Instrumentation & Electrical, Construction Management, Purchasing, Logistics and Asset Management, Construction, Administration) with no intermediate manager that report to the Director. Moreover, the utility operates with no designated Environmental Manager or Environmental Compliance staff, so much of the ever-increasing responsibility in reviewing, navigating, and strategy development for environmental issues (GENX, biosolids, Dioxane, SRF funding) falls to the Director. The Project Coordinator position was recently vacated and presents an opportunity to delegate some of this responsibility to a Deputy Director position, assigning oversight of the Construction Inspection division, project management personnel, and some administrative responsibility to this new position. This would not require an additional full-time employee (FTE).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Not Applicable

County Attorney's Recommendation:

Advisory Board Recommendation:
Not Applicable.

County Manager's Recommendation:
Recommend the Board of Commissioners approve the adjustment of two job descriptions and associated grade changes for two open positions.

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

December 6, 2021

Action Item # XI. - 1.

From:
Daralyn Spivey

Clerk to the Board - Brunswick County Board of Commissioners Board Seat Assignment for Calendar Year 2022

Issue/Action Requested:
Request that the Board of Commissioners appoint members to fill the Calendar Year 2022 Board Seat listing.

Background/Purpose of Request:
The draft 2022 Board Seat listing is presented for approval. Please note that MPO and RPO TAC members, including alternates, must file annual ethics forms by April 15. Reappointing members who have already filed may be able to file a "no change" form and can participate prior to the filing deadline under the current approved filing. Forms may be filed electronically on the NC State Ethics Commission website:

https://ethics.nc.gov/seis/electronic-filing

Fiscal Impact:
Not Applicable

Approved By County Attorney:
Yes

County Attorney's Recommendation:

County Manager's Recommendation:
Recommend the Board of Commissioners appoint members to fill the Calendar Year 2022 Board Seat listing.

ATTACHMENTS:

Description

- 2022 Board Seat Assignments - Draft

DRAFT

BRUNSWICK COUNTY BOARD OF COMMISSIONERS BOARD SEATS
2022

Board Name	**Commissioner**
Brunswick Business & Industry Development	Chairman (_) Vice-Chairman (_)
Brunswick-Columbus Industrial Park	Chairman (_)
Cape Fear Council of Governments	Mike Forte Marty Cooke (alternate)
Cape Fear Rural Planning Organization Transp. Adv Committee	Frank Williams[1] / Mike Forte[2] Randy Thompson (alternate)[2]
Grand Strand MPO Transportation Advisory Committee	Pat Sykes / Randy Thompson Kirstie Dixon/ Helen Bunch (alternates)
Greater Wilmington Metro Transportation Advisory Committee	Frank Williams Mike Forte (alternate)
Health & Human Services Advisory Board	Pat Sykes
Juvenile Crime Prevention Council	Mike Forte
Local Emergency Protection Committee	Marty Cooke
Lower Cape Fear Water and Sewer Authority	Frank Williams
Trillium Regional Board	Marty Cooke
Southeastern Economic Development Commission	Marty Cooke

[1] Expires end of 2021 (appointed 2019 – 2-year term)
[2] Expires end of 2022 (appointed 2020– 2-year term)

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

December 6, 2021

Action Item # XII. - 1.

From: Closed Session

Bob Shaver, County Attorney

Issue/Action Requested:

To enter into closed session pursuant to G.S. 143-318.11(a)(1) to approve closed session minutes G.S. 143-318.11(a)(3) to consult with the Attorney and G.S. 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

County Manager's Recommendation:

Recommend the Board enter into closed session pursuant to G.S. 143-318.11(a)(1) to approve closed session minutes and G.S. 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.