

Bertie County

Board of Commissioners



August 3, 2015

4:00pm

Chairman	Ronald "Ron" Wesson	District 1
	Stewart White	District II
Vice Chairman	Tammy A. Lee	District III
	John Trent	District IV
	Ernestine (Byrd) Bazemore	District V

BERTIE COUNTY BOARD OF COMMISSIONERS

August 3, 2015
Meeting Agenda

This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

4:00-4:05 Call to Order and Welcome by Chairman Wesson

4:05-4:10 Invocation and Pledge of Allegiance by Commissioner Bazemore

4:10-4:25 Public Comments *(3 minute limit per person)*

(A)

***** APPOINTMENTS *****

4:25-4:35 Workforce Development Consortium update by Region Q Workforce Development Board Director, Walter Dorsey (A-1)

4:35-4:45 Economic Development update by Steve Biggs

Board Appointments (B)

- 1. There are no Board Appointments.

Consent Agenda (C)

- 1. Approve minutes for Special Meeting and Regular Session 7-20-15 (C-1)
- 2. Approve Closed Session minutes for 6-1-15, 7-1-15, and 7-20-15
- 3. Approve Register of Deeds Fees Report – August 2015 (C-2)
- 4. Consider Sheriff vehicle trade-in request (C-3)
- 5. Authorize bidding process for CDBG 2012 IF – Farm Lane water line extension (C-4)
- 6. Budget Amendments – Council on Aging additional grant funds, and carry over funds for the high school project (C-5)

*****OTHER ITEMS*****

Discussion Agenda (D)

- 1. Discuss approval of items recently reviewed by the legal team:
 - a. Engineer Service Agreement with Green Engineering and corresponding capital project ordinance
 - b. Electronic monitoring agreement – Corrisoft, LLC.
 - c. Two EMS agreements for community college student “ride along” training
 - d. Lease with CADA of NC, Inc.
 - e. Contract amendment for child support enforcement services – YoungWilliams
- 2. Review of the Fair Housing Program adopted in December 2001 (D-2)
- 3. Draft agenda for August 5 Planning Session at the Ronaoke-Cashie River Center (D-3)

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments Continued

(3 minute limit per person)

Closed Session

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Pursuant to N.C.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; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Recess

8:00AM – August 5, 2015



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: A-1

SUBJECT: Receive update regarding the Workforce Development Consortium by Director of the Region Q Workforce Development Board, Walter Dorsey

COUNTY MANAGER RECOMMENDATION OR COMMENTS: N/A

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):
FYI; no action needed.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY:

- June 15, 2015 – Board approved Resolution and Articles of Association for the Workforce Innovation and Opportunity Act (WIOA) as recommended by the Mid-East Commission
- May 4, 2015 – Board received an initial presentation from Mid-East Interim Director, Bryant Buck, and Mr. Dorsey regarding the consortium agreement

Region Q Summary Report by Office

May 2015	Individuals Registered	Individuals that Logged In	Services Provided to Individuals	Resumes Added	Internal Job Orders Created	Internal Job Referrals	Employer Services
Beaufort County	62	231	3,333	103	55	444	328
Bertie County	3	9	240	1	-	76	49
Hertford County	20	121	1,151	44	13	197	44
Martin County	36	231	3,853	92	18	665	314
Pitt County	159	630	8,122	278	124	1,007	260
Total	280	1,222	16,699	518	210	2,389	995
Beaufort %	22%	19%	20%	20%	26%	19%	33%
Bertie %	1%	1%	1%	0%	0%	3%	5%
Hertford %	7%	10%	7%	8%	6%	8%	4%
Martin %	13%	19%	23%	18%	9%	28%	32%
Pitt %	57%	52%	49%	54%	59%	42%	26%

June 2015	Individuals Registered	Individuals that Logged In	Services Provided to Individuals	Resumes Added	Internal Job Orders Created	Internal Job Referrals	Employer Services
Beaufort County	79	246	3,607	117	36	476	329
Bertie County	5	16	340	9	-	84	46
Hertford County	22	102	956	38	27	186	44
Martin County	64	301	4,760	141	32	891	519
Pitt County	158	609	8,436	276	148	955	135
Total	328	1,274	18,099	581	243	2,592	1,073
Beaufort %	24.1%	19.3%	19.9%	20.1%	14.8%	18.4%	30.7%
Bertie %	1.5%	1%	2%	2%	0%	3%	4%
Hertford %	7%	8%	5%	7%	11%	7%	4%
Martin %	20%	24%	26%	24%	13%	34%	48%
Pitt %	48%	48%	47%	48%	61%	37%	13%

REGION Q WORKFORCE DEVELOPMENT BOARD MEMBERSHIP

(As of April 16, 2015)

Beaufort County
Kim Toler (Private Sector)- Chair
Neal Anderson (Division of Workforce Solutions)
Sonya Toman (Department of Social Services)
Evan Lewis (Private Sector)
Vacant (Private Sector)

Bertie County
Morris Rascoe (Community-Based Organization)
Lewis Hoggard III (Private Sector)
Michael Freeman (Private Sector)
Lewis Dameron (Private Sector)
Vacant (Organized Labor)

Hertford County
Howard Hunter III (Private Sector)
Wendell Hall (Community-Based Organization)
Charles Reynolds (Private Sector)
Quinton Turman (Private Sector)
Vacant (Education Representative)

Martin County
Roy Lilley (Private Sector)- Vice-Chair
Marvin Davis (Economic Development)
Bernadette Yarborough (Community-Based Organization)
Keisha Rodgers (Private Sector)
Vacant (Private Sector)

Pitt County
Dr. Dennis Massey (Education)
Nettie Evans (Private Sector)
William Ross (Vocational Rehabilitation)
Sue Dudley (Private Sector)
Vacant (Private Sector)

REGION Q WORKFORCE DEVELOPMENT BOARD DIRECTORY

Name	Address	Phone/E-Mail	Representing
Kim Toler * (1) Private Sector 10-3-11 to 6-30-2015	Potash Corp Aurora 1530 NC Hwy.3065 Aurora, NC 27806	Tel: (252) 332-8135 Email: ktoler@pcsphosphate.com	Beaufort County
Roy Lilley ** (2) Private Sector 8-10-11 to 6-30-2016	Lilley and Johnson P.O. Box 1106 Williamston, NC 27892	Tel: (252) 792-1067 Email: rlilley@lilleyandjohnsoncpa.com	Martin County
Howard Hunter, III (3) Private Sector 8-2-10 to 6-30-2015	Hunter's Funeral Home 123 Dr. Martin Luther King Drive- N P.O. Box 628 Ahoskie, NC 27910	Tel: (252) 332-3130 (work) (252) 398-4227 (home) Email: howard@huntersfuneralhome.com	Hertford County
Wendell Hall (4) Community-Based Org 06-30-02 to 06-30-2015	751 Mount Moriah Rd. Ahoskie, NC 27910	Tel: Home 252-358-4611 Business:252-358-1662 Cell: 252-209-1095 Email:j_wendell_hall@yahoo.com	Hertford County
Neal Anderson (5) Division of Work. Solutions 07-07-14 to 06-30-2015	Pitt Co. NC Works 3101 Bismarck Street Greenville, NC 27834	Tel:252-355-9067 Email:@neal.anderson@nccommerce.com	Beaufort County
Dr. Dennis Massey (6) Pitt Community College 06-18-07 to 06-22-2016	Pitt Community College PO Drawer 7007 Greenville, NC 27834	Tel:252-493-7220 Email: dmassey@email.pittcc.edu	Pitt County
Vacant Education Representative (7)			Hertford County

REGION Q WORKFORCE DEVELOPMENT BOARD DIRECTORY

Marvin Davis (18) Economic Development 5-21-10 to 6-30-2016	Economic Development Corp. 415 East Boulevard Williamston, NC 27892	Tel:252-792-2044 mdavis@martincountyedc.com	Martin County
Evan Lewis (19) Private Sector 6-13-13 to 6-30-2015	P.O. Box 187 225 North Respass St. Washington, NC 27889	Tel: (252) 946-1897 Cell: (252) 531-6082	Beaufort County
Bernadette (20) Yarborough Community-Based Organization 6-12-14 to 6-30-15	Martin Comm. Action 314 East Ray Street Williamston, NC 27892	Tel: (252) 792-7111 byarborough@mccai.org	Martin County
Keisha Manson Rodgers (21) Private Sector 9-3-10 to 6-30-2016	1640 Lum Brown Road P.O. Box 1593 Williamston, NC 27892	Tel: (252) 217-8250 Email: mizkmv@yahoo.com	Martin County
Private Sector (22)			Beaufort County
Sue Dudley (23) 9-09-03 to 6-20-2017	Alliance One Int'l., Inc. P.O. Box650 Farmville, NC 27828	Tel: 252-753-8908 Fax:252-753-8909 Email:sdudley@aointl.com Email:suedudley@suddenlink.net	Pitt County
Quinton Turman (24) Private Sector 01-03-05 to 06-30-2015	Quinton's Restaurant 116 E. Main Street Ahoskie, NC 27910	Tel:252-209-0870 Fax:252-209-5484 Email: quintonsonmain@yahoo.com.	Hertford County
Michael Freeman (25) Private Sector 10-7-02 to 6-30-2016	Helen's Housing PO Box 127 Merry Hill, NC 27957	Tel:252-482-4949 Email: wmfreeman@sitestar.net	Bertie County

***Chair**

**** Vice-Chair**

***** Parliamentarian**

7/14/2015

Region Q Workforce Investment Consortium Board

Glen Webb
Pitt County Chairman

1717 W. 5th Street
Greenville, NC 27834

252-902-2950

Loria Williams
Hertford County Manager
Email: loria.williams@hertfordcountync.gov

PO Box 116
Winton, NC 27986

252-358-7805
fax 252-358-7806

Gary L. Brinn
Beaufort County Chairman

121 West Third Street
Washington, NC 27889

252-946-0079
fax 252-946-7722

David Bone
Martin County Manager
Email: dbone@martincountygov.com

PO Box 668
Williamston, NC 27892

252-789-4302 (direct)
fax 252-792-7477

Scott Sauer
Bertie County Manager

PO Box 530
Windsor, NC 27983

252-794-5300
fax 252-794-5327

Examples of Board Minimum Requirements

<u>JTPA Private Industry Council</u>		<u>WIOA Workforce Development Boards</u>	
9	Private Sector	10	Business
3	15% labor and community-based organizations	4	20% labor; apprenticeship; community-based organizations
1	Education	1	Adult Education and Literacy
		1	Higher Education
1	Vocational Rehabilitation Agency	1	Vocational Rehabilitation Agency
1	Public Assistance Agency		
1	Economic Development	1	Economic Development
1	Public Employment Service	1	State Employment Service
17		19	

B. The WDB shall consist of nineteen (19) members with two (2) business representatives being initially appointed-by the "chief elected official" of each of the Counties. Fifty-one percent (51%) of the membership of the Workforce Development Board shall be comprised of representatives of business in the local area, as such phrase is defined in Section 107(b)(2)(A) of the WIOA. One-third of the WDB membership must be representatives of small business, female and minorities. At a minimum, two business members must represent small business as defined by the U.S. Small Business Administration. Each business representative must meet the following criteria: (1) Be an owner, chief executive officer, or other individual with optimum policymaking or hiring authority; (2) provide employment opportunities in demand industry sectors or occupations, as those terms are defined in WIOA Section (3)(23); and provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others (in the case of organizations representing business as per WIOA Section 107 (b)(2)(A)(ii); and are appointed by the Counties from among individuals nominated by local business organizations and business trade associations. The Chief elected Officials of the Consortium will appoint WDB members from following groups representing the region: Economic development agencies (1), Division of Workforce Solutions (1). Adult Education and Literacy (1), Higher Education (1), (Labor; Apprenticeship; community-based organizations) (4), and the Vocational Rehabilitation agency.

Required Composition of N.C. Workforce Development Boards

Workforce Investment Act (WIA) of 1998 allowed states to “grandfather” Workforce Development Boards as established in the Job Training Partnership Act (JTPA) (amended 1992).

JTPA’s Private Industry Council references are in Section 102 of that Act.

The Workforce Innovation and Opportunity Act (WIOA) of 2014 references are in Section 107.

<u>JTPA Private Industry Council</u>	<u>WIOA Workforce Development Boards</u>
*Majority private sector	*Majority business
*Not less than 15% labor and community-based organizations	*Not less than 20% represent *labor organizations;* apprenticeship (labor apprenticeship if it exists); #community organizations;#youth organizations
*Educational agencies	*Providers of Adult education and literacy
	*Higher education providing workforce investment activities
*Public Assistance Agency	#Educational and community-based organizations with experience working with persons with barriers to employment
*Economic Development	*Economic and community development
*Public Employment Service	*State employment service (Wagner-Peyser)
*Vocational Rehab Agency	*Representative of Rehabilitation Act
	#Agencies relating to transportation, housing, public assistance
	#Philanthropy organizations
	#Other individuals or agency representatives determined appropriate by Chief Elected Official
Chairman must be from private sector	Chairperson must be from business representatives

*Required – “Shall”

“May”

ATTACHMENT III

Local Board Membership Requirements

LWDB Members	Who May Satisfy The Requirement
<p>Representatives of Business (WIOA Section 107(b)(2)(A))</p>	<p>The majority of the members of the Local Board must be representatives of business in the local area. At a minimum, two members must represent small business as defined by the U.S. Small Business Administration. Business representatives serving on Local Boards may also serve on the State Board. Each business representative must meet the following criteria:</p> <ul style="list-style-type: none"> • be an owner, chief executive officer, chief operating officer, or other individual with optimum policymaking or hiring authority; • provide employment opportunities in in-demand industry sectors or occupations, as those terms are defined in WIOA section 3(23); and provide high-quality, work-relevant training and development opportunities to its workforce or the workforce of others (in the case of organizations representing business as per WIOA Sec. 107(b)(2)(A)(ii); and • are appointed from among individuals nominated by local business organizations and business trade associations.
<p>Representatives of Workforce (WIOA Section 107(b)(2)(B))</p>	<p>Not less than 20 percent of the members of the Local Board must be workforce representatives. These representatives:</p> <ul style="list-style-type: none"> • must include two or more representatives of labor organizations, where such organizations exist in the local area. Where labor organizations do not exist, representatives must be selected from other employee representatives; • must include one or more representatives of a joint labor-management, or union affiliated, registered apprenticeship program within the area who must be a training director or a member of a labor organization. If no union affiliated registered apprenticeship programs exist in the area, a representative of a registered apprenticeship program with no union affiliation must be appointed, if one exists; and may include: <p>In addition to the representatives enumerated above, the Board may include the following to contribute to the 20 percent requirement:</p> <ul style="list-style-type: none"> • one or more representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or provide or support competitive integrated employment for individuals with disabilities; and • one or more representatives of organizations that

	<p>demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.</p>
<p>Representatives of Education and Training (WIOA Section 107(b)(2)(C))</p>	<p>The balance of Local Board membership must include:</p> <ul style="list-style-type: none"> • At least one eligible provider administering adult education and literacy activities under WIOA title II; • At least one representative from an institution of higher education providing workforce investment activities, including community colleges; and • At least one representative from each of the following governmental and economic and community development entities: <ul style="list-style-type: none"> o Economic and community development entities; o The state Employment Service Office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area; and o The programs carried out under title I of the Rehabilitation Act of 1973, other than sec. 112 or Part C of that title. <p>In addition to the representatives enumerated above, the CLEO may appoint other appropriate entities in the local area, including:</p> <ul style="list-style-type: none"> • Entities administering education and training activities who represent local educational agencies or community-based organizations with demonstrated expertise in addressing the education or training needs for individuals with barriers to employment; • Governmental and economic and community development entities who represent transportation, housing, and public assistance programs; • Philanthropic organizations serving the local area; and • Other appropriate individuals as determined by the chief elected official.

Examples of Board Minimum Requirements

<u>JTPA Private Industry Council</u>		<u>WIOA Workforce Development Boards</u>	
9	Private Sector	10	Business
3	15% labor and community-based organizations	4	20% labor; apprenticeship; community-based organizations
1	Education	1	Adult Education and Literacy
		1	Higher Education
1	Vocational Rehabilitation Agency	1	Vocational Rehabilitation Agency
1	Public Assistance Agency		
1	Economic Development	1	Economic Development
1	Public Employment Service	1	State Employment Service
17		19	



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: C-1

SUBJECT: Minutes for Special Meeting and Regular Session for July 20, 2015

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval

SUMMARY OF NEEDED ACTION(S):

It is requested that the Board approve the minutes for both the Special Meeting and the Regular Session held on 7-20-15.

If changes have not yet been received by the County Attorney, it is requested that these minutes be fully approved once those changes are provided.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: Yes

ITEM HISTORY: N/A

Windsor, North Carolina
July 20, 2015
Special Meeting

The Bertie County Board of Commissioners met for a Special Meeting inside the Commissioners Room located at 106 Dundee Street, Windsor, NC 27983. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I
Stewart White, District II
Tammy A. Lee, District III
John Trent, District IV
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah S. Tinkham
Assistant County Attorney Jonathan Huddleston
Emergency Services Director Mitch Cooper
EMS Division Chief Matt Leicester
Code Enforcement Officer Crystal Freeman
Non-Emergency Transport Coordinator Ian Trainor
Utility Customer Service Manager Connie Coburn
Water Superintendent Ricky Spivey
Network Administrator Joe Wilkes
Sheriff John Holley
Administrative Assistant Audrey Jernigan

There were no media members present.

CALL TO ORDER

Chairman Wesson welcomed all of those present and thanked them for their attendance.

INVOCATION/PLEDGE OF ALLEGIANCE

Vice Chairman Lee led the Invocation and Pledge of Allegiance.

CONVENE AS THE BOARD OF COMMISSIONERS FOR WATER DISTRICT III

Mr. Aaron Gaskins of USDA Rural Development presented the financing “Letter of Conditions” as the next step in seeking State Office confirmation for a series of Water District III projects to include a loan not to exceed \$1,717,000 (40 year term at 2.875%); a grant not to exceed \$1,074,000 and a local contribution of \$264,000 from Bertie County Water District III for a total project cost of \$3,055,000.

County Manager Sauer recommended this item for approval.

Commissioner Trent made a **MOTION** to approve the USDA Rural Development Letter of Conditions as the next step in seeking State Office confirmation for this project to include a loan not to exceed \$1,717,000 (40 year term at 2.875 %); a grant not to exceed \$1,074,000 and a local contribution of \$264,000 from Bertie County Water District III for a total project cost of \$3,055,000. Also, it was understood that a payment of \$31,000 would be dispersed to the County’s engineering firm, Green Engineering, for their diligent work on this project. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously, 5 to 0.

County Manager Sauer requested a brief intermission so that the appropriate documentation could be signed and sealed as per USDA requirements.

**ADJOURN AS BOARD OF COMMISSIONERS FOR WATER DISTRICT III,
CONVENE AS THE BERTIE COUNTY BOARD OF COMMISSIONERS**

Vice Chairman Lee made a **MOTION** to adjourn as the Board of Commissioners for Water District III and to convene at the Bertie County Board of Commissioners. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Mr. Ricky Spivey was present to provide the Board with an update about the current County operational management and control of the water systems for both the Town of Lewiston-Woodville and Roxobel effective July 1, 2015.

Reverend Anthony Ward of South Windsor thanked the Board for their diligence regarding the acquisition of the South Windsor Water Association and expressed his gratitude on behalf of his Board.

Brief overview of Roxobel and Hydraulic Study by Green Engineering and the proposed Water Department system improvements for submittal of two (2) State Revolving Loan applications

County Manager Sauer gave a PowerPoint presentation regarding the latest financial state of the Bertie County Regional Water System.

Mr. Sauer also discussed the latest grant opportunities and identified various areas in which the Board could choose to improve the water system further, as well as continue to reduce operational costs.

Rodney Tart was also present from Green Engineering to present a water system model update for the Towns of Roxobel, Lewiston-Woodville, and Kelford.

The update depicted many improvements to the various water systems including a newly proposed booster pump station (72 Siding and Harrell Siding Rd. in Kelford) and two new pressure reducing valves (Moore Road and 72 Siding in Kelford, Governor's Road and Piney Woods Road near Lewiston).

Mr. Tart also summarized the consolidation of Roxobel's water system including SCADA components, line extensions, and meter replacements needed based on a recent hydraulic study in the amount of \$1,440,634 of which \$500,000 is requested as "principal forgiveness" as a grant. The balance of financing is a 20 year term at 1.75%.

Lastly, Mr. Tart reviewed an additional financing opportunity for a County wide water system SCADA network completion for Water District I, II, and IV, and meter replacements for customer in Lewiston-Woodville and Kelford in the amount of \$1,864,766. The balance of financing is also a 20 year term at 1.75%.

Water Superintendent, Ricky Spivey, presented an additional item, a Wellhead Protection Plan, for inclusion with the two revolving loan applications to gain additional points on the State's rating scale.

County Manager Sauer recommended these all three items for approval.

Commissioner Trent made a **MOTION** to approve the submittal of the two (2) State Revolving Loan Applications as presented by Mr. Tart of Green Engineering and the Wellhead Protection Program as presented. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Bazemore made a **MOTION** to approve the Wellhead Protection Plan as an inclusion to the State Revolving Fund applications for additional points on the rating scale. The motion also approves a resolution, public notification, and other materials needed to advertise the plan. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Update on implementation of Electronic Monitoring Program and consideration of contract with Corrisoft, LLC., which may be considered on August 3rd

Sheriff John Holley and Administrative Assistant Audrey Jernigan were present to update the Board regarding the latest proposed contract for electronic monitoring services with Corrisoft, LLC.

Sheriff Holley stated that he was in favor of the program, as well as District Court Judge, Brenda Branch.

However, Sheriff Holley did present concerns about the additional work load that would be put on Ms. Jernigan as the program would require 24/7 monitoring via laptop computer and cell phone service.

County Manager Sauer assured the Board that this item including the proposed contract currently under review by the County Attorney could be discussed further at the next meeting on Monday, August 3rd, and that this was purely an informational update.

EMS-Paramedic and Non-Emergency Transport financial and operational reports in follow up to the March 10th Board discussion

Dave Pickren of Colleton Software, Emergency Services Director Mitch Cooper, Non-Emergency Transport Coordinator Ian Trainor, Code Enforcement Officer Crystal Freeman, and EMS Division Chief Matt Leicester were present for the presentation of this 120 day status report.

First, Dave Pickren presented revenues for the overall EMS system (non-emergency and emergency) which showed a total collection rate of 64.06% for all charges billed. A total of \$825,722,77 were collected last fiscal year (July 2014-June 2015).

Mr. Pickren also addressed concerns regarding the accuracy of billing and stated that all calls are recorded carefully, and all items billed to Medicare and Medicaid are strictly checked before being submitted.

Mr. Pickren also expressed confidence that the non-emergency transport division was achieving profitability ahead of the anticipated schedule.

EMS Division Chief Matt Leicester was present to provide the Bertie County Emergency Service 2015 Fiscal Year Report.

The report stated that for the previous fiscal year (July 2014-June 2015) that there were a total of 3,694 requests for service.

The average response time remains at just over 10 minutes and the average chute time (dispatch to en route) remains well below the 90-second requirement at just under 80 seconds each month.

It was also stated that 94% of all calls were responded to in 20 minutes or less.

The Board commended the work of Colleton Software as well as the work of the Bertie County Emergency Services team present.

Mr. Cooper thanked the Board for their support and asked for their continued support in the future.

CLOSED SESSION

Commissioner Bazemore made a **MOTION** to go into Closed Session pursuant to N.C.G.S. § 143-318.11(a)(3) to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Commissioner Trent made a **MOTION** to return to Open Session. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

OTHER ITEMS

Due to the length of the Board's meeting at 7:00pm in Blue Jay, the Board decided to discuss various agenda items, but took no action on those items at this time.

ADJOURN

Chairman Wesson adjourned the meeting at approximately 5:15PM.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board

Windsor, North Carolina
July 20, 2015
Regular Meeting

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 7:00pm inside the Blue Jay Fire Department located at 1653 Indian Woods Road, Windsor, NC 27983. The following members were present or absent:

Present: Ronald “Ron” Wesson, District I
 Stewart White, District II
 Tammy A. Lee, District III
 John Trent, District IV
 Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer
 Clerk to the Board Sarah S. Tinkham
 Assistant County Attorney Jonathan Huddleston
 Emergency Services Director Mitch Cooper
 Information Systems Administrator Joe Wilkes
 Water Superintendent Ricky Spivey
 Cooperative Extension Director Richard Rhodes

Gene Motley of the Roanoke-Chowan News Herald was present from the media.

CALL TO ORDER

Chairman Wesson welcomed all of those present and thanked them for their attendance.

INVOCATION/PLEDGE OF ALLEGIANCE

Vice Chairman Lee led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

James Pugh of Lewiston-Woodville was present representing Spring Hill Baptist Church and requested that the Board aid him in a way to return the area's name to the original name of Cahaba. He also thanked the Board for continuing to be involved in area conferences as that education assists the Board in making decisions that benefit the entire County.

Chief Robert Cherry of the Blue Jay Fire Department welcomed the Board and thanked them for hosting a meeting in the community of Blue Jay.

Richard Rhodes, Director of Bertie County's Cooperative Extension, came forward to introduce Whitney Watson, Extension Program Assistant. Ms. Watson stated that she was a native of Bertie County that recently returned to the area after receiving her collegiate degrees from East Carolina and was most recently a teacher in the Bertie County Public School System.

Aaron Rascoe of the Indian Woods community brought forward a concern concerning the condition of the first curve from Highway 11 onto Indian Woods Road stating that he sees frequent flooding. He requested additional help from the Department of Transportation to dig the proper ditching so that this area remains safe for cars to travel.

Sanford Vaughan of Indian Woods expressed his concerns regarding the various curves and passing zones on Indian Woods Road. He stated that he often observes erratic and fast moving drivers on that street which present hazards for other drivers especially as it relates to worn out passing strips.

APPOINTMENTS

Presentation by Sterling Baker of the NC Department of Transportation

Sterling Baker, District-I Maintenance Engineer with the NC Department of Transportation, in introduced his staff, and provided an update to the Board regarding the Department's latest activities and future projects for the fiscal year.

Mr. Baker provided a document in the Board's electronic agenda packet that entailed the current funding options for the various regions of the district, as well as discussed the upcoming projects that the Department of Transportation would be investing in during this fiscal year.

Lastly, Mr. Baker responded to the concerns expressed by citizens regarding various places on Indian Woods Road and stated that he would investigate after leaving the meeting.

Proposal by John Herring of Bertie Correctional Institution regarding a leadership summit with faith based leaders in the County

John Herring of the Bertie Correctional Institution and Annie Harvey, Supervisor for Adult Corrections for the East Carolina region, was present to request assistance from the Board in reaching leaders in the faith based communities.

Mr. Herring and Ms. Harvey stated that they are very interested in expanding their outreach and partnering with more organizations to provide more services to inmates across the State regarding job placement and other services.

Mr. Herring also submitted a number of paper applications to the Board so that citizens could receive them and begin applying to over 70 vacant positions at the prison.

Roanoke Electric Cooperative presentation by Marshall Cherry

Marshall Cherry, Chief Operating Officer of Roanoke Electric Cooperative was present with various members of his staff, and he welcomed Ms. Jammie Sparks of ECC Technologies to the podium to introduce those present to Roanoke Connect.

Ms. Sparks provided a hand out to the Board about the services that would be offered through Roanoke Connect, but ultimately, Roanoke Electric and ECC Technologies would be installing a dark fiber network that could assist local business and citizens with high speed internet service.

The project, when completed, will feature approximately 200 miles of fiber optic infrastructure, half of which will be brand new, and the other will be leased from the existing MCNC fiber. Roanoke Connect will also link up with the statewide MCNC system.

The system will run through 4 counties: Bertie, Gates, Northampton, and Hertford. Construction work will begin in the Ahoskie area of Hertford County in the next several months.

The project is intended to provide infrastructure needed to boost technology led economic development, improved healthcare, education, public safety, and broadband access to more customers.

Additionally, Ms. Sparks stated that access to the network would be through a normal internet service provider like SuddenLink or Century Link, and would not be somehow included in a member's monthly electric bill.

Roanoke Electric's Chief Executive Officer, Cutis Wynn, also addressed the Board and shared his commitment and enthusiasm for these projects.

Agapé Community Health Clinic presentation by Carol Taylor

Ms. Carol Taylor of the Agapé Community Health Clinic presented a PowerPoint presentation detailing the clinic's dental services.

Ms. Taylor reviewed the various services offered by the clinic including general checkups, crowns and fillings, full or partial dentures, braces, etc.

She also briefly described the sliding payment scale as a system designed to work with lower income citizens to receive affordable care based on the amount of income they receive monthly.

Additionally, Ms. Taylor expressed her desire for partnership and even an additional location of another clinic in Bertie County.

The Board thanked Ms. Taylor for the presentation and commended her for her efforts in offering affordable dental services to all of those in Eastern North Carolina.

Economic Development Update by Steve Biggs

Economic Development Director, Steve Biggs, updated the Board regarding the latest movements with solar farms in the area.

He stated that First Light Solar of Asheville, NC was expected to secure permits from the Bertie County Planning and Inspections Department to begin construction of a new solar farm within the County.

Mr. Biggs also announced that Jet Ski, canoe, kayak, and pontoon boat rentals were now available at Scotch Hall Preserve.

Additionally, he discussed the continued discussions with Family Dollar, a developer, and the Town of Aulander in secured a location in that community.

Lastly, Mr. Biggs introduced consultant Jim Walton who is a project partner for the Board's recently initiated marketing strategy project.

BOARD APPOINTMENTS

JCPC Board

Commissioner Bazemore made a **MOTION** to re-appoint Lisa Mizelle to the JCPC Board. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Economic Development Commission

Commissioner Trent made a **MOTION** to re-appoint Alan Mizelle as well as to appoint Patricia Ferguson and Kervin Spivey to the Economic Development Commission pending any recommendations made to the Board by the County's marketing firm, Creative Consulting. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

CONSENT AGENDA

Accept Register of Deeds Fees Report – June 2015

Commissioner Bazemore made a **MOTION** to approve the Register of Deeds Fees Report for June 2015. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Accept Tax Release Journal – June 2015

Vice Chairman Lee made a **MOTION** to approve Tax Release Journal for June 2015. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve minutes for regular sessions 6-1-15 and 6-15-15

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to approve the minutes for regular sessions 6-1-15 and 6-15-15. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve Closed Session minutes for 6-1-15 and 7-1-15

This item was deferred.

Approve minutes for budget work session 6-18-15

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to approve the budget work session minutes for 6-18-15. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve minutes for Special Meeting 7-1-15

County Manager Sauer recommended this item for approval.

Commissioner White made a **MOTION** to approve the minutes for Special Meeting 7-1-15. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Tax Settlement Reports for 2014 and 2015

County Manager Sauer recommended this item for approval.

Commissioner Bazemore made a **MOTION** to approve the Tax Settlement Reports for 2014 and 2015. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

FYI – Tax Department Collections as of May 2015

Vice Chairman Lee made a **MOTION** to receive the Tax Department Collections as of May 2015. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

2014-2015 Insolvent Tax Resolution

County Manager Sauer recommended this item for approval.

Commissioner White made a **MOTION** to approve the 2014-2015 Insolvent Tax Resolution. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Charge of Tax Administrator for the collection of FY2015-2016 Tax Levy

County Manager Sauer recommended this item for approval.

Commissioner Trent made a **MOTION** to charge the Tax Administrator with the collection of the 2015-2016 Tax Levy. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Offer to purchase parcels

The Board discussed an offer that Tax Administrator, Jodie Rhea, recently received for 3 different parcels. The offer totaled \$3,000.

After some discussion, the Board instructed Mr. Rhea to reject the \$3,000 offer and present a counter offer to the interested individual.

Chairman Wesson made a **MOTION** for the Board to reject the \$3,000 offer but to give authority to Mr. Rhea to supply a counter offer. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve FY 2015-2016 Salary Schedule and Assignment of Job Classifications and Grades as incorporated in the FY 2015-2016 Budget Ordinance in preparation for annual submission of pay plan to State Personnel

Commissioner Trent made a **MOTION** to approve the FY 2015-2016 Salary Schedule and Assignment of Job Classifications and Grades as incorporated in the FY 2015-2016 Budget Ordinance in preparation for annual submission of pay plan to State Personnel. Commissioner Bazemore **SECONDED** the motion. The **MOTION PASSED** unanimously.

Budget Amendment – FY 2014-2015 carryover for Economic Development marketing contract in the amount of \$71,100 previous approved on May 18, 2015 and other project adjustments – Good Shepherd Food Pantry roof replacement, and Council on Aging Food Service Contract for Congregate Nutrition and Home Delivered Meals

Commissioner Trent made a **MOTION** to approve Budget Amendment #16-01 including FY 2014-2015 carryover funds in the amount of \$71,000 for the economic development contract, acceptance of \$2,500 contribution for roof replacement at Good Shepherd Food Pantry, and the approval of the Council on Aging Food Service Contract for Congregate Nutrition and Home

Delivered Meals. Commissioner White **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Budget Amendment reads as follows:

BUDGET AMENDMENT				
		# 16-01		
	INCREASE			INCREASE
10-0025-4431-26	\$ 7,500		10-4310-5499-98	\$ 7,500
TO SETUP BUDGET FOR GRANT - VIDANT - SHERIFF EQUIPMENT (AED'S)				
	INCREASE			INCREASE
10-0025-4495-11	\$ 1,000		10-4950-5399-37	\$ 1,000
TO INCREASE BUDGET TO MATCH ACTUAL GRANT AMOUNT RECEIVED 4-H COOKING CAMP				
	INCREASE			INCREASE
10-0025-4495-08	\$ 500		10-4950-5399-32	\$ 500
TO INCREASE BUDGET TO MATCH ACTUAL GRANT AMOUNT RECEIVED EAT SMART-MOVE MORE-WEIGH LESS				
	DECREASE			DECREASE
10-0025-4495-07	\$ 2,000		10-4950-5399-30	\$ 2,000
TO ADJUST BUDGET TO ACTUAL GRANT AMOUNT RECEIVED - EFNEP PROGRAM				
	INCREASE			INCREASE
10-4920-5399-00	\$ 71,100	ECON DEV	10-0090-4991-99	\$ 71,100
TO CARRY FORWARD ALLOCATED STRATEGIC INITIATIVE MONEY SETUP CONTRACTED SERVICES (CREATIVE CONSULTING)				
	INCREASE			INCREASE
10-0050-4848-11	\$ 2,500		10-4190-5580-00	\$ 2,500
DONATION FROM FOOD BANK OF ALBEMARLE DESIGNATED FOR FOOD PANTRY ROOF REPAIRS				
APPROVED / /2014				

DISCUSSION AGENDA

Discuss revised proposed resolution presented by Garry Terry to support further study regarding the potential impacts

The Board briefly discussed this item and County Manager Sauer read the resolution into the record.

Commissioner Trent made a **MOTION** to approve the resolution as presented. Vice Chairman Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Resolution reads as follows:



BERTIE COUNTY
106 DUNDEE STREET
POST OFFICE BOX 530
WINDSOR, NORTH CAROLINA 27983
(252) 794-5300
FAX: (252) 794-5327
WWW.CO.BERTIE.NC.US

BOARD OF COMMISSIONERS
RONALD "RON" WESSON, Chairman
TAMMY A. LEE, Vice-Chairman
JOHN TRENT
ERNESTINE (BYRD) BAZEMORE
STEWART WHITE

A RESOLUTION IN SUPPORT OF FURTHER STUDY REGARDING THE POTENTIAL IMPACTS AND OPPORTUNITIES OF OFFSHORE DRILLING FOR OIL AND NATURAL GAS DEVELOPMENT IN NORTH CAROLINA'S COASTAL WATERS

WHEREAS, Bertie County is located in northeastern North Carolina, approximately seventy-five miles west of the Outer Banks; and

WHEREAS, Bertie County is comprised of fertile agricultural and timber land in the Coastal Plains, and the area is drained by the Cashie, Chowan and Roanoke Rivers, which flow into the coastal waters of the Albemarle Sound; and

WHEREAS, the Bertie County Board of Commissioners, as the duly elected governing body has made public commitments to improve agribusiness, to promote new alternative energy projects, to protect our natural resources for the enjoyment of adventure tourism activities, and to enhance waterfront development, recreation and tourism; and

WHEREAS, the Board of Commissioners strives to create job opportunities and attract capital investment; and

WHEREAS, the Board of Commissioners desires to support regional economic development strategies benefitting our neighbors in northeastern North Carolina, with infrastructure expansion, transportation improvements and expanded commercial opportunities, and

WHEREAS, Bertie County looks to its State leadership and Federal delegation in the United States Congress for bipartisan cooperation to achieve a prosperous economy for North Carolina citizens through advancements in technology for energy production and protection of our Coastal resources.

NOW, THEREFORE BE IT RESOLVED, that the Bertie County Board of Commissioners recognizes the need for continued study of our State's potential for job creation and new investment opportunities through examination of seismic data, geological and geophysical analysis, and biological impacts available in the exploration of offshore oil and gas exploration; and

Be It Further Resolved, that the Bertie County Board of Commissioners supports efforts to seek such offshore resource development based on scientific data, with the mutual goals of protecting our State's natural resources and expanding economic development opportunities, which will benefit all citizens of northeastern North Carolina.

Adopted this the 20th day of July, 2015.

Handwritten signature of Ronald D. Wesson.

Ronald D. Wesson, Chairman
Bertie County Board of Commissioners

Handwritten signature of Sarah S. Tinkham.
Sarah S. Tinkham, Clerk to the Board

Discuss the status of the latest draft of the Manufactured Home Park Ordinance as requested on May 18, 2015

After some discussion, the Board came to a consensus to table this matter until the Planning Board and the Board of Commissioners could meet jointly to discuss certain concerns.

Review cost estimate for basketball court project

County Manager Sauer updated the Board on the latest efforts to build a basketball court at the Bertie County Parks and Recreation Complex.

Mr. Sauer stated that most cost estimates had been submitted but that the Parks and Recreation Department was waiting on a couple of more quotes in order to present a full figure to the Board for consideration.

No action was needed on this item and more information will be shared upon its availability.

Discuss Cooperative Extension amendment to Memorandum of Agreement with NC State University regarding employee pay status

After some discussion, the Board came to a consensus to hold off approving this item until further explanation was given provided, and the County Attorney has the opportunity to review this matter.

Request to lease space in DRC – CADA of NC, Inc.

County Manager Sauer reported that CADA of NC, Inc. was looking to relocate its Windsor NCWorks office to the DRC Building on Granville Street. Due to funding cuts, the Board stated that they would move forward in working with CADA of NC, Inc. to fulfill this request, and lease this space effective October 1, 2015.

COMMISSIONERS' REPORTS

Commissioner Trent provided an update to all of those present regarding the latest renovations at the Bertie-Martin Regional Jail. He stated that the replacement of the roof was half way completed, and that painting and sewage work was due to begin in the coming weeks.

Commissioner Bazemore announced that she and some of her fellow Commissioners would be in Raleigh the next day at a meeting hosted by Senator Harry Brown of Onslow County. She also thanked the Blue Jay Fire Department for their hospitality and the great turn out at tonight's meeting.

Vice Chairman Lee presented a concern she received from a citizen regarding the Board to support a resolution to then be sent to the Governor about allowing servicemen and women to carry a sidearm while on North Carolina military bases and armories.

The Board concurred that they would look into and consider such resolution at a future meeting.

Vice Chairman Lee also stated that if anyone is interested in a beaver bounty program to please contact their local Cooperative Extension Office.

Commissioner White reiterated Commissioner Bazemore's sentiments about the hospitality and turn out at the Blue Jay Fire Department.

Chairman Wesson personally thanked County Manager Sauer and congratulated him on his 2 year anniversary with the County. Chairman Wesson thanked Mr. Sauer for his dedicated service and that the Board as a whole is looking forward to the future.

COUNTY MANAGER'S REPORTS

County Manager Sauer inquired about the general feeling among the Board about a new date for a Commissioner's planning session as he had heard mixed reviews about a date previously discussed.

After some discussion, the Board requested to meet for an all-day planning session at the Roanoke-Cashie River Center on Wednesday, August 5th.

ASSISTANT COUNTY ATTORNEY'S REPORTS

The Assistant County Attorney gave no remarks at this time.

PUBLIC COMMENTS CONTINUED

James Pugh of Lewiston-Woodville came before the Board to thank them for their continued support and efforts, and stated that he did not feel it would be detrimental to raise County taxes as long as it was providing additional, needed services to the County and its citizens.

Robert Cherry, Chief of the Blue Jay Fire Department, thanked the public for their participation in the meeting tonight, and stated to keep being involved as the Board of Commissioners is their local governing body that needs public input to succeed.

ADJOURN

Chairman Wesson adjourned the meeting at approximately 9:30PM.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: C-2

SUBJECT: Register of Deeds Fees Report – August 2015

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval

SUMMARY OF NEEDED ACTION(S):

It is requested that the Board approve this item as presented.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: C-3

SUBJECT: Resolution declaring certain County owned personal property as surplus and authorizing its disposition by exchange and trade in

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF NEEDED ACTION(S):

Below is the description of a vehicle that Sheriff John Holley has requested to be declared as surplus property. The Sheriff also requests authorization for an exchange (or trade-in) of the vehicle in the amount of \$6,600 in order to purchase a replacement vehicle which is yet to be determined.

N.C.G.S. 160A-266 authorizes the sale of surplus personal property by exchange with a required advertisement calling for upset bids within 10 days (full statute attached).

2006 Ford Mustang
VIN# 1ZVFT82H265205265
Mileage 102,726

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY: N/A



BERTIE COUNTY
106 DUNDEE STREET
POST OFFICE BOX 530
WINDSOR, NORTH CAROLINA 27983
(252) 794-5300
FAX: (252) 794-5327
WWW.CO.BERTIE.NC.US

**BOARD OF
COMMISSIONERS**
RONALD "RON" WESSON, Chairman
TAMMY A. LEE, Vice-Chairman
JOHN TRENT
ERNESTINE (BYRD) BAZEMORE
STEWART WHITE

**RESOLUTION DECLARING VEHICLE AS COUNTY SURPLUS PROPERTY;
AUTHORIZATION OF EXCHANGE AND TRADE IN BY SHERIFF JOHN
HOLLEY**

WHEREAS, incorporated herein is a description of a personal property item that has been requested to be declared as surplus personal property by the Sheriff's Office; and

WHEREAS, according to N.C.G.S. § 160A-266 a County may dispose of real or personal property belonging to the County by exchange; and

WHEREAS, the County will appropriately advertise for any upset bids on the listed item within 10 days; and

WHEREAS, this resolution approved by the governing body deems said item as surplus property; and

NOW, THEREFORE, BE IT RESOLVED by the Bertie County Board of Commissioners that a 2006 Ford Mustang with the VIN# 1ZVFT82H265205265 and, with the mileage of 102,726 is now declared surplus personal property.

This resolution adopted this **3rd** day of **August**, 2015.

(SEAL)

Ronald D. Wesson, Chairman
Bertie County Board of Commissioners

Sarah S. Tinkham, Clerk to the Board

Article 12.

Sale and Disposition of Property.

§ 160A-265. Use and disposal of property.

In the discretion of the council, a city may: (i) hold, use, change the use thereof to other uses, or (ii) sell or dispose of real and personal property, without regard to the method or purpose of its acquisition or to its intended or actual governmental or other prior use. (1981 (Reg. Sess., 1982), c. 1236.)

§ 160A-266. Methods of sale; limitation.

(a) Subject to the limitations prescribed in subsection (b) of this section, and according to the procedures prescribed in this Article, a city may dispose of real or personal property belonging to the city by:

- (1) Private negotiation and sale;
- (2) Advertisement for sealed bids;
- (3) Negotiated offer, advertisement, and upset bid;
- (4) Public auction; or
- (5) Exchange.

(b) Private negotiation and sale may be used only with respect to personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of similar items. Real property, of any value, and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items may be exchanged as permitted by G.S. 160A-271, or may be sold by any method permitted in this Article other than private negotiation and sale, except as permitted in G.S. 160A-277 and G.S. 160A-279.

Provided, however, a city may dispose of real property of any value and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items by private negotiation and sale where (i) said real or personal property is significant for its architectural, archaeological, artistic, cultural or historical associations, or significant for its relationship to other property significant for architectural, archaeological, artistic, cultural or historical associations, or significant for its natural, scenic or open condition; and (ii) said real or personal property is to be sold to a nonprofit corporation or trust whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and (iii) where a preservation agreement or conservation agreement as defined in G.S. 121-35 is placed in the deed conveying said property from the city to the nonprofit corporation or trust. Said nonprofit corporation or trust shall only dispose of or use said real or personal property subject to covenants or other legally binding restrictions which will promote the preservation or conservation of the property, and, where appropriate, secure rights of public access.

(c) A city council may adopt regulations prescribing procedures for disposing of personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items in substitution for the requirements of this Article. The regulations shall be designed to secure for the city fair market value for all property disposed of and to accomplish the disposal efficiently and economically. The regulations may, but need not, require published notice, and may provide for either public or private exchanges and sales. The council may authorize one or more city officials to declare surplus any personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items, to set its fair market value, and to convey title to the property for the city in accord with the regulations. A city official authorized under this section to dispose of property shall keep a record of all property sold under this section and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

(d) A city may discard any personal property that: (i) is determined to have no value; (ii) remains unsold or unclaimed after the city has exhausted efforts to sell the property using any applicable procedure under this Article; or (iii) poses a potential threat to the public health or safety. (1971, c. 698, s. 1; 1973, c. 426, s. 42.1; 1983, c. 130, s. 1; c. 456; 1987, c. 692, s. 2; 1987 (Reg. Sess., 1988), c. 1108, s. 9; 1997-174, s. 6; 2001-328, s. 4; 2005-227, s. 3.)

§ 160A-267. Private sale.

When the council proposes to dispose of property by private sale, it shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property by private sale at a negotiated price. The resolution or order shall identify the property to be sold and may, but need not, specify a minimum price. A notice summarizing the contents of the resolution or order shall be published once after its adoption, and no sale shall be consummated thereunder until 10 days after its publication. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 24.)

§ 160A-268. Advertisement for sealed bids.

The sale of property by advertisement for sealed bids shall be done in the manner prescribed by law for the purchase of property, except that in the case of real property the advertisement for bids shall be begun not less than 30 days before the date fixed for opening bids. (1971, c. 698, s. 1.)

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

§ 160A-270. Public auction.

(a) **Real Property.** - When it is proposed to sell real property at public auction, the council shall first adopt a resolution authorizing the sale, describing the property to be sold, specifying the date, time, place, and terms of sale, and stating that any offer or bid must be accepted and confirmed by the council before the sale will be effective. The resolution may, but need not, require the highest bidder at the sale to make a bid deposit in a specified amount. The council shall then publish a notice of the sale at least once and not less than 30 days before the sale. The notice shall contain a general description of the land sufficient to identify it, the terms of the sale, and a reference to the authorizing resolution. After bids have been received, the highest bid shall be reported to the council, and the council shall accept or reject it within 30 days thereafter. If the bid is rejected, the council may readvertise the property for sale.

(b) **Personal Property.** - When it is proposed to sell personal property at public auction, the council shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property at public auction. The resolution or order shall identify the property to be sold and set out the date, time, place, and terms of the sale. The resolution or order (or a notice summarizing its contents) shall be published at least once and not less than 10 days before the date of the auction.

(c) The council may conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services. Notice of an electronic auction of property shall identify, in addition to the information required in subsections (a) and (b) of this section, the electronic address where information about the property to be sold can be found and the electronic address where electronic bids may be posted. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular auction or for all auctions under this subsection shall be approved by the governing board of the political subdivision. Except as provided in this subsection, all requirements of subsections (a) and (b) of this section apply to electronic auctions. (1971, c. 698, s. 1; 1973, c. 426, s. 43; 2001-328, s. 5; 2005-227, s. 4; 2006-264, s. 74.)

§ 160A-271. Exchange of property.

A city may exchange any real or personal property belonging to the city for other real or personal property by private negotiation if the city receives a full and fair consideration in exchange for its property. A city may also exchange facilities of a city-owned enterprise for like facilities located within or outside the corporate limits. Property shall be exchanged only pursuant to a resolution authorizing the exchange adopted at a regular meeting of the council upon 10 days' public notice. Notice shall be given by publication describing the properties to be exchanged, stating the value of the properties and other consideration changing hands, and announcing the council's intent to authorize the exchange at its next regular meeting. (1971, c. 698, s. 1; 1973, c. 426, s. 42.1.)

§ 160A-272. Lease or rental of property.

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided herein) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included. Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less. Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) The council may approve a lease for the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years without treating the lease as a sale of property and without giving notice by publication of the intended lease. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34.)

§ 160A-272.1. Lease of utility or enterprise property.

Subject to G.S. 160A-321, a city-owned utility or public service enterprise, or part thereof, may be leased. (1979, 2nd Sess., c. 1247, s. 27.)

§ 160A-273. Grant of easements.



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: C-4

SUBJECT: Request to advertise bids for construction of Farm Lane Water Line project – CDBG 2012 IF

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

The anticipated bid award and execution of contract is October 1, 2015.

Project completion and expenditure of all funds is scheduled for January 1, 2016.

It is requested that the Board approve these items as presented.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY: Enclosed in the attachments for this item is an excerpt of County meeting minutes from February 19, 2015 which detail the Board's most recent action regarding this matter.

Bertie County
2012 CDBG Infrastructure (IF) Program
Farm Lane

Bertie County has a \$284,000 CDBG IF program to install water line to serve Farm Lane. The project does not require a local commitment of County funds. The project will replace water line on Cardinal Lane and install water line on Farm Lane. The new lines will tie into existing lines on Woodard Road and Cedar Landing Road.

The project will require the acquisition of 2 easements, one from Cedar Landing Missionary Baptist Church and another from Bazemore Housing Inc. The Church has agreed to voluntary provide an easement. Bazemore Housing, Inc. has been administratively dissolved and cannot convey an easement. Therefore, I have suggested a “friendly” condemnation to acquire the Bazemore easement. Jonathan Huddleston has confirmed a county water district has authority to condemn an easement for a water line. On August 11, 2014, I met with Timothy Bazemore Sr. of Bazemore Housing, Inc. Mr. Bazemore agreed to provide the easement and participate in a “friendly” condemnation of the easement. Part of the condemnation process is compensation for the taking, and Northeastern Appraisal Service is in the process of completing appraisals of the easements.

According to Jonathan Huddleston, the condemnation process will proceed as follows.

1. Send a letter to Bazemore Housing giving 30 days notice of the taking. The letter would include a survey and the amount of proposed compensation.
2. File a Complaint after the 30 days notice and file a Memorandum of Action in the Register of Deeds office. The Owner will have 120 days to file an answer. If the Owner fails to file and answer, the County could get a default and get its judgment.
3. The Title will vest immediately upon the filing of the complaint. The County does not need to wait from an answer from the Owner. Even all-out litigation will not slow down the acquisition of the easement rights.

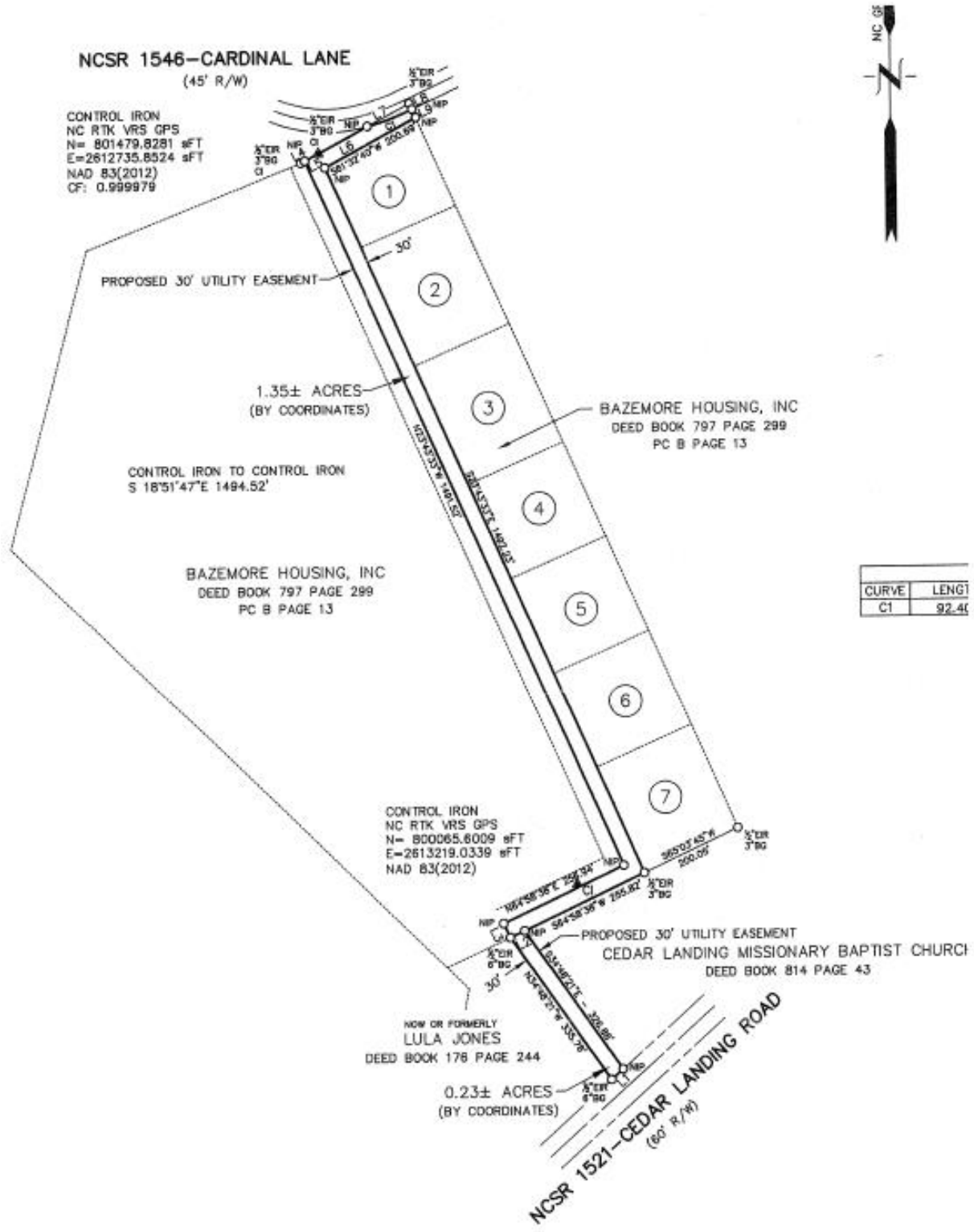
The 2012 CDBG IF program will pay for the easement acquisition and all legal and other costs associated with this condemnation. The process will not require any local county funds.

If appropriate, the Board may want to consider authorizing the County staff and CDBG attorney to proceed with condemnation of the Bazemore Housing Inc. easement on Farm Lane.

Bertie Co 2012 IF
Farm Lane Project
Location



Bertie Co 2012 IF
Farm Lane Project
Easements





Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: C-5

SUBJECT: Budget Amendment #15-07 – Council on Aging additional grant funds, and carry over funds for the high school project

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

It is requested that the Board approve this item as presented.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY: N/A

BUDGET AMENDMENT

# 15-07				
	INCREASE			INCREASE
10-5860-5399-05	\$ 1,774	COA	10-0025-4586-07	\$ 1,774
TO INCREASE BUDGET FOR SHIIP (MIPPA GRANT) - MONEY REC'D 4-27-15				
	INCREASE			DECREASE
51-5430-5430-01	\$ 13,000	COUNSEL FEE	51-5430-5991-00	\$ 151,325
51-5430-5399-62	\$ 138,325	LEGAL		
REALLOCATE FUNDS IN BERTIE HIGH SCHOOL				
APPROVED ___ / ___ /2015				



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: D-1a

SUBJECT: Engineer Service Agreement – Green Engineering + Capital Project Ordinance

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

It is requested that the Board approve the Engineer Service Agreement and the corresponding capital project ordinance as presented.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY:

- July 20, 2015 – Board approved the “Letter of Conditions” presented by the U.S. Department of Agriculture Rural Development for Water District III system improvements for South Windsor distribution lines, Woodard Road main line, SCADA installation and customer meters for entire district.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of July 1, 2015 ("Effective Date") between
Bertie County Water District III ("Owner") and
Green Engineering, P.L.L.C. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Water System Improvements ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Project Report Preparation; Project Design; Project Bidding, Project Administration and Inspection

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. 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; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* 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. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, 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.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor'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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and

submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such 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; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall may jointly develop such protocols.

- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such

periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services 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 terms hereof through no fault of the terminating party.

b. by Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
- 3) Engineer shall have no liability to Owner on account of such termination.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven 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 thereof; 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 notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to

allow Engineer to demobilize personnel and equipment from the Site, 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.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *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 6.08.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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. 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.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then 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 such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer 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 on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 Indemnification and Mutual Waiver

- A. **Indemnification by Engineer:** To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. **Indemnification by Owner:** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."
- C. **Environmental Indemnification:** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. **No Defense Obligation:** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. **Percentage Share of Negligence:** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. **Mutual Waiver:** To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, 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 this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of

Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an ~~Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other

Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. **Work Change Directive**—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **Agency** – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. **(Not Used)**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. **(Not Used)**
- J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) 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 written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with “Restrictions on Lobbying” if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions,” to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Bertie County Water District III

Engineer: Green Engineering, P.L.L.C.

By: _____
Print name: Scott T. Sauer
Title: County Manager
Date Signed: _____

By: E. Leo Green
Print name: E. Leo Green, Jr., P.E.
Title: Managing Member
Date Signed: July 1, 2015

Engineer License or Firm's Certificate No. (if required):

P-0115

State of: North Carolina

Address for Owner's receipt of notices:

Bertie County
106 Dundee Street, P.O. Box 530
Windsor, North Carolina 27983

Designated Representative (Paragraph 8.03.A):

Scott T. Sauer
Title: County Manager

Phone Number: 252-794-5300

E-Mail Address: scott.sauer@bertie.nc.gov

Address for Engineer's receipt of notices:

Green Engineering, P.L.L.C.
303 Goldsboro Street, P.O. Box 609
Wilson, North Carolina 27893

Designated Representative (Paragraph 8.03.A):

E. Leo Green, Jr.
Title: Managing Member

Phone Number: 252-237-5365

E-Mail Address: elg@greeneng.com

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

AGENCY CONCURRENCE:

AGENCY:

(Signature): _____

By

Typed Name:

Finance Officer

Title: _____ Date: _____

14. Perform or provide the following other Study and Report Phase tasks or deliverables: **Provide an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other Agency approved format. The Environmental Report must be concurred in by the Agency.**
 15. Furnish 2 review copies of the Report and any other Study and Report Phase deliverables to Owner within 30 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's and Agency's comments.~~ **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's and Agency's comments.**
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner and concurrence by Agency of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no

such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish N/A review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within N/A days of authorization to proceed with this phase, and review them with Owner. Within N/A days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner N/A copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within N/A days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents,

revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**

10. Furnish for review by Owner, its legal counsel and Agency, and other advisors, **three (3)** copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within **one hundred twenty (120)** days of authorization to proceed with the Final Design Phase, and review them with Owner. Within **thirty (30)** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit **three (3)** final copies of such documents to Owner within **thirty (30)** days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **one (1)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable

Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~ The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in and chair a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
 6. *Original Documents:* ~~If requested by Owner to do so, m~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record

version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. ***Defective Work:*** Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 11. ***Compatibility with Design Concept:*** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 12. ***Clarifications and Interpretations:*** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 13. ***Non-reviewable Matters:*** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
 14. ***Field Orders:*** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
 15. ***Change Orders and Work Change Directives:*** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
 16. ***Differing Site Conditions:*** Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
 17. ***Shop Drawings, Samples, and Other Submittals:*** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract

Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. ***Substitutes and "Or-equal"***: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**

19. ***Inspections and Tests:***

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. ***Change Proposals and Claims:*** (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. ***Applications for Payment:*** Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial

Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues)

and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease

performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2015.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A.** Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B.** Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C.** Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D.** Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1.** Property descriptions.
 - 2.** Zoning, deed, and other land use restrictions.
 - 3.** Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2015.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$182,500.00 based on the following estimated distribution of compensation:

a. Study and Report Phase	\$31,000.00
b. Preliminary Design Phase	\$45,450.00
c. Final Design Phase	\$60,600.00
d. Bidding and Negotiating Phase	\$15,150.00
e. Construction Phase	\$22,725.00
f. Post-Construction Phase	\$ 7,575.00
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: **NONE**
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- A. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding *nine (9)* months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

COMPENSATION PACKET RPR-2:

Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.02 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$122,750.00** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a **270** day construction schedule.
2. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$ 77.00 per hour.**

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.20**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **February 1st**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.02:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.20**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.03 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.20**.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of **February 1st**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.20**.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2015 .

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ 0.12/page
Copies of Drawings	\$ 0.90/sq. ft.

APPENDIX 2 TO EXHIBIT C

**GREEN ENGINEERING, P.L.L.C.
HOURLY RATE SCHEDULE
EFFECTIVE FEBRUARY 1, 2015**

Senior Principal	\$ 230.00
Principal	175.00
Project Manager	150.00
Project Engineer	125.00
Engineer	105.00
Engineering Assistant	85.00
Construction Manager	115.00
Marketing Manager	115.00
GIS Technician / Planner	75.00
Surveyor (PLS)	140.00
2 Man Survey Crew	115.00
3 Man Survey Crew	150.00
Surveyor	75.00
CADD Technician w/Computer	75.00
Construction Observer	77.00
Senior Administrative Assistant	72.00
Administrative Assistant	60.00

The above rates are effective through January 31, 2016. Rates may change each February 1st as a result of changes in direct labor costs.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2015.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not

compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2015.

[Notes to User]

1. Exhibit A, Paragraph A1.05.A.25 of this Agreement indicates that in connection with recommending final payment of the Construction Contractor, the Engineer will also provide a notice to Owner and Contractor of the acceptability of the Work, subject to stated limitations. The form for that purpose, "Notice of Acceptability of Work," is attached on the following pages of this Exhibit E.

2. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.]



**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: Water System Improvements

OWNER: Bertie County Water District III, Bertie County, North Carolina

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: Green Engineering, P.L.L.C.

NOTICE DATE:

To: Bertie County Water District III
Owner

And To:
Contractor

From: Green Engineering, P.L.L.C.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated July 1, 2015, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2015.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$ 1,000,000.00
 - 2) Bodily injury by disease, each employee: \$ 1,000,000.00
 - 3) Bodily injury/disease, aggregate: \$ 1,000,000.00
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000.00
 - 2) General Aggregate: \$ 2,000,000.00
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$ 3,000,000.00
 - 2) General Aggregate: \$ 3,000,000.00
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$ 1,000,000.00
- f. Professional Liability --
 - 1) Each Claim Made \$ 1,000,000.00
 - 2) Annual Aggregate \$ 2,000,000.00
- g. Other (specify): \$ _____

2. By Owner:

- a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, Each Accident \$ _____
- 2) Bodily injury by Disease, Each Employee \$ _____
- 3) Bodily injury/Disease, Aggregate \$ _____

c. General Liability --

- 1) General Aggregate: \$ _____
- 2) Each Occurrence (Bodily Injury and Property Damage): \$ _____

d. Excess Umbrella Liability

- 1) Per Occurrence: \$ _____
- 2) General Aggregate: \$ _____

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$ _____

f. Other (specify):

\$ _____

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. Green Engineering, P.L.L.C.
Engineer
- b. _____
Engineer's Consultant
- c. _____
Engineer's Consultant
- d. _____
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2015.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. **Mediation:** Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **[here insert name of mediator, or mediation service]**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2015.

Special Provisions

Paragraph(s) [REDACTED] of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated July 1, 2015 .

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: Bertie County Water District III

Engineer: Green Engineering, P.L.L.C.

Project: Water System Improvements

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

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.

OWNER:

Bertie County Water District III

By: _____

Print

name: Scott T. Sauer

Title: County Manager

Date Signed: _____

ENGINEER:

Green Engineering, P.L.L.C.

By: _____

Print

name: E. Leo Green, Jr., P.E.

Title: Managing Member

Date Signed: _____

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS


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 an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients 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 such failure.



(name)



(date)

Managing Member

(title)

0 0 0

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Green Engineering, P.L.L.C.
Organization Name

Bertie County Water District III - Water System Improvements
PR/Award Number or Project Name

E. Leo Green, Jr., P.E., Managing Member
Name(s) and Title(s) of Authorized Representative(s)

E. Leo Green
Signature(s)

July 1, 2015
Date

Instructions for Certification

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.**
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.**
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.**
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.**
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**
- 7* A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.**
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.**
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.**

RUS CERTIFICATION PAGEPROJECT NAME: Bertie County Water District III – Water System Improvements

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500. In addition, Engineer certifies to the following:

All modifications required by RUS Bulletin 1780-26 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$	<u>182,500.00</u>
Resident Project Observation	\$	<u>136,400.00</u>
Additional Services	\$	<u>52,500.00</u>
TOTAL	\$	<u>371,400.00</u>

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

E. Leo Green

Engineer

July 1, 2015

Date

E. Leo Green, Jr. P.E., Managing Member

Name and Title

Owner

Date

Scott T. Sauer, County Manager

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Detailed Summary of Engineering Fees				
Description of Services (EJCDC E-500)	Total USDA Scope of Work			Total
	USDA-RD ⁽¹⁾	Other Funding Agency ⁽²⁾	Non-Eligible Costs ⁽³⁾	
C.2.01.A.1 Basic Services	\$ 182,500.00	\$ -	\$ -	\$ 182,500.00
1. Study and Report Phase:	\$ 31,000.00	\$ -	\$ -	\$ 31,000.00
a. Preliminary Engineering Report	\$ 18,500.00	\$ -	\$ -	\$ 18,500.00
b. Environmental Report	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00
c. Other- Tasks/Deliverables: ()	\$ -	\$ -	\$ -	\$ -
2. Preliminary Design Phase:	\$ 45,450.00	\$ -	\$ -	\$ 45,450.00
3. Final Design Phase:	\$ 60,600.00	\$ -	\$ -	\$ 60,600.00
4. Bidding or Negotiating Phase	\$ 15,150.00	\$ -	\$ -	\$ 15,150.00
5. Construction Phase:	\$ 22,725.00	\$ -	\$ -	\$ 22,725.00
6. Post Construction Phase:	\$ 7,575.00	\$ -	\$ -	\$ 7,575.00
**BS Reimbursable Expenses	\$ -	\$ -	\$ -	\$ -
C.2.04.A.1 - Resident Project Representative Services	\$ 136,400.00	\$ -	\$ -	\$ 136,400.00
1. RPR Hourly Rate Budget	\$ 136,400.00	\$ -	\$ -	\$ 136,400.00
**RPR Reimbursable Expenses	\$ -	\$ -	\$ -	\$ -
C.2.05.A.1 - Total Additional Services	\$ 52,500.00	\$ -	\$ -	\$ 52,500.00
1 Easement Surveys	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
2 GIS (As-Builts)	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
3 Ground-Penetrating Radar	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
4 -	\$ -	\$ -	\$ -	\$ -
5 -	\$ -	\$ -	\$ -	\$ -
6 -	\$ -	\$ -	\$ -	\$ -
7 -	\$ -	\$ -	\$ -	\$ -
8 -	\$ -	\$ -	\$ -	\$ -
9 -	\$ -	\$ -	\$ -	\$ -
10 -	\$ -	\$ -	\$ -	\$ -
**AS Reimbursable Expenses	\$ -	\$ -	\$ -	\$ -
Subtotal - USDA Scope of Work:	\$ 371,400.00	\$ -	\$ -	\$ -
Totals	\$ 371,400.00	\$ 371,400.00	\$ -	\$ 371,400.00

(1) Rural Development will provide funding for reasonable engineering services based on costs observed on similar projects.
 (2) If other services are required to meet third party funding requirements these should be itemized separately. Rural Development will not provide funding for the duplication of services. Any costs listed should be for services specifically covered by the third party funder. Specific details need to be provided in Exhibit J.
 (3) Non-Eligible costs represent other services or costs not agreed to by Rural Development or a third party funder.

Rural Development will make funding determinations based on the Total USDA Scope of Work. Non-Eligible Costs will not be considered. The Owner will need to cover these costs in addition to the typical Owner Contribution expected as part of the overall project application. Furthermore, the costs listed above need to represent all engineering fees for this company. No secondary engineering agreement with this company shall be developed for this proposed project.

Basic Services - Submittal Schedule

The below list represents the typical Agency expectations in regards to the overall submittal requirements associated with Basic Services. As noted in Article C2.01 of Compensation Packet BC-1 (lump sum) any reimbursable expenses not included in the lump sum fee shall be specifically detailed. The below items should be included in the lump sum fee for basic services and used as a budgeting tool when BC-2 (hourly rates) is used. This list needs to be finalized by the Owner and Engineer prior to executing the engineering services agreement (ESA).

#	Document	Details	Copies Needed			
			Agency		Owner	
			E.C.	H.C.	E.C.	H.C.
Study and Report Phase:						
1	Draft PER	Use RUS Bulletin 1780-2 w/ NC Supplement.	0	2	0	2
2	Draft ER	Use RUS Bulletin 1794A-602.	0	2	0	2
3	Revised/final PER	Engineer should expect at least one revision.	2	2	1	3
4	Revised/final ER	Final number of copies depends on the level of review.	2	2	1	3
5	<i>Other Deliverables</i>	<i>Specific details need to be provided by Owner.</i>				
Preliminary Design Phase:						
6	Draft Prelim. Docs. (Plans/Specs)	Email RD Area Office notification of submittal to Owner.	0	0	0	1
7	Final Prelim. Docs. (Plans/Specs)	Email RD Area Office notification of submittal to Owner.	0	0	0	1
8	Revised Opinion of Probable Construction Cost (A1.02.A.11)	Email RD Area Office notification of submittal to Owner.	0	0	0	1
9	<i>Other Deliverables</i>	<i>Specific details need to be provided by Owner.</i>				
Final Design Phase:						
10	Draft Bidding Documents	Email RD Area Office notification of submittal to Owner.	0	0	0	3
11	Final Bidding Documents	Use NC-RD_Att #5 (RD will need one full-sized set).	1	1	1	3
12	Revised Opinion of Probable Construction Cost (A1.03.A.4)	RD will provide a cursory review.	*	1	0	3
13	<i>Other Deliverables</i>	<i>Specific details need to be provided by Owner.</i>				
Bidding or Negotiating Phase:						
14	Bid Addenda	Email RD Area Office copies. See note #8.	*	0	0	1
15	Recommendation of Award	Review overall project budget with RD Area Office.	*	1	*	1
16	Executed Contract Documents	Use RD Attachment #5. Rural Development requires one final bound copy of the executed contract(s) which includes all addenda and one 1/2 sized set of the final plans.	1	1	2	6
17	<i>Other Bidding Phase Deliverables</i>	<i>Specific details need to be provided by Owner.</i>				
Construction Phase:						
18	Pre-construction Conference Minutes	Meeting to be chaired by Engineer. RD will review items as detailed in NC-RD Attachment#7.	*	1	*	1
19	Engineer's Inspection plan	Use NC-RD Attachment #3.	*	1	0	1
20	Engineer's Invoice	Use NC-RD Attachment #4.	*	1	0	1
21	Monthly Progress Meeting Minutes	Meeting to be chaired by Engineer who will also prepare and circulate meeting minutes.	*	0	*	0
22	Engineer's Monthly Reports	Engineer shall visit site and observe construction at least monthly and document visit (A1.05.A.9).	*	0	*	0
23	RPR Daily Inspection Reports	Reference D1.01.C.11 and RUS Bulletin 1780-18.	*	1	0	1
24	Change Orders	Use EJCDC C-941.	*	1	0	1
25	Substantial Completion	Use EJCDC C-625. Needs to include final punch-list.	*	1	0	1
26	Final Close-out documents	Reference NC-RD_Attachment #7 for a full list of the typical close-out documents. Note RD will require one electronic copy of the Record Drawings.	1	1	1	1
27	<i>Other Bidding Phase Deliverables</i>	<i>Specific details need to be provided by Owner.</i>				

Basic Services Submittal Schedule Notes:

- (1) E.C. = Electronic Documents - These items need to be submitted on a CD in electronic portable document format (PDF). Where an asterisk "*" is shown a PDF copy sent by email is acceptable. The Owner is responsible to determine how many electronic copies they will need of each document. Note the Supplementary Conditions SC 2.02.A per RUS Bulletin 1780-26 requires the Owner to provide the Contractor at least one electronic PDF copy of the Contract Documents.
- (2) H.C. = Hardcopy. The Owner is responsible to determine how many hardcopies they will need of each document. Note the Supplementary Conditions SC 2.02.A per RUS Bulletin 1780-26 requires the Owner to provide the Contractor at least five hardcopies of the Contract Documents.
- (3) All efforts should be made by the Engineer to minimize printing costs during the bidding period. Rural Development recommends allowing bidders to provide a deposit and return suitable bidding documents in order to reduce the total number of plans sets that need to be reproduced.
- (4) The Engineer should check with the Rural Development Area Office prior to a full re-submittal of Final Bidding Documents. If only minor changes are required the Engineer may only have to re-submit the specific changes.
- (5) The Rural Development Area Office shall retain one fully executed bound copy of the contract(s) and one 1/2 sized set of plans throughout the construction period. After final construction close-out the 1/2 sized set of plans on file with RD will be replaced by the electronic copy of the Record Drawings.
- (6) The Rural Development Area Office will determine if RPR Daily Inspection Reports are kept in the file. At a minimum the Engineer will provide copies of all reports by email on a monthly basis.
- (7) The Engineer is responsible for reviewing the overall requirements regarding RUS Bulletin 1780-26 and NC PSS Memo FY2014-001. Any concerns or questions regarding these documents should be discussed with Rural Development prior to submitting the executed engineering services agreement.
- (8) The RD Area Office needs to be emailed copies of all bid addenda. Significant changes issued by bid addenda need to be concurred in by Rural Development prior to bid opening. The RD Area Office will determine if a review is warranted by the RD State Engineer.

Bertie County
Project Ordinance - Water District III
USDA Rural Development Grant
August 2015

BE IT ORDAINED by the Governing Board of the County of Bertie, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I. The Governing Board of the County of Bertie, sitting as the Board of Commissioners for Water District III unanimously accepted and approved the “Letter of Conditions” presented by the U.S. Department of Agriculture Rural Development on July 20, 2015.

Section II. The project description includes water distribution line replacement, SCADA improvements, the Woodard Road water main, and water meter replacement for customers in Water District III.

Section III. These improvements are consistent with the capital improvement plan for Bertie County’s regional water system consisting of Water Districts I, II, III, and IV; and

BE IT RESOLVED, that the Chairman and County Manager are directed to execute financing documents for USDA Rural Development and NC Local Government Commission application materials associated with this project, including interim financing during construction;

The following revenue is anticipated to be available to complete this project:

Water District III (local) Appropriated fund balance	\$264,000
USDA Rural Development Loan	\$1,717,000
USDA Rural Development Grant	\$1,074,000
<hr/>	
Total Project Funding	\$3,055,000

The following amounts are appropriated for the project:

Construction	\$2,351,755
Engineering Fees	371,400
Legal Fees (local)	10,000
Bond Counsel	20,000
Easement Acquisition	5,000
Administration	5,000
Advertisement & Permits	6,500
Interest	50,169
Project Contingency	235,176
<hr/>	
Total Project Cost	\$3,055,000

The County Manager and Finance Officer are directed to include a detailed analysis of past and future costs and revenues on this project annually.

Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Body, and to the County Manager and to the Finance Officer for direction in carrying out this project.

Adopted this day 3rd day of **August**, 2015.

Ronald D. Wesson, Chairman
Board of Commissioners for Water District III

Sarah S. Tinkham, Clerk to the Board



July 20, 2015

Bertie County Water District III
ATTN: Ronald Wesson, Chairman to the Board
PO Box 530
Windsor, North Carolina 27983

RE: Bertie County Water District III: Water System Improvements

Dear Chairman Wesson:

This letter establishes the conditions, which must be understood and agreed to by Bertie County Water District III ("District") before further consideration may be given to your application. The State and Area Office staffs of USDA Rural Development (RD) will administer the loan and grant funds for this project on behalf of the Rural Utilities Service (RUS).

Any changes in project costs, sources of funds, scope of services, or any other significant changes in the project or District must be reported to and approved by USDA Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

This letter is not to be considered as a loan or grant approval, or as a representation as to the availability of funds. The application may be completed on the basis of a RUS loan not to exceed **\$1,717,000**; a RUS grant not to exceed **\$1,074,000**; and an applicant contribution of **\$264,000 from Bertie County Water District III** for a total project cost of **\$3,055,000**.

The interest rate will be the lower of the rate in effect at the time of loan approval or the rate in effect at the time of loan closing, whichever is less, unless you choose otherwise.

The loan and grant will be considered approved on the date the Form *RD 1940-1, "Request for Obligation of Funds"*, is signed and mailed to you by the Rural Development State Director or an appointed representative.

Please complete and return the attached Form *RD 1942-46, "Letter of Intent to Meet Conditions"*, if you desire that further consideration be given to your application.

If conditions set forth in this letter are not met within **twelve (12) months** from the date hereof or the date of loan closing, whichever occurs first, Rural Development reserves the right to discontinue processing of the application.

Rural Development • Kinston Area Office
2044-C Hwy 11/55 South • P. O. Box 6189 • Kinston, NC 28501-0189
Voice (252) 526-9799, ext. 4 • Fax (844) 325-6827

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

PROJECT BUDGET

Funding for the project is based on the following estimated project expenditures as follows:

<u>Project Costs:</u>		<u>Total Budgeted:</u>
Construction		\$ 2,351,755
Engineering Fees		\$ 371,400
PER	\$ 18,500	
Environmental Report	\$ 12,500	
Basic Services	\$151,500	
Inspection Services	\$136,400	
Additional Services	\$ 52,500	
Legal Fees (Local Attorney)		\$ 10,000
Bond Counsel		\$ 20,000
Land & ROW (Easement Acquisition)		\$ 5,000
Administration		\$ 5,000
Advertisements & Permits		\$ 6,500
Interest		\$ 50,169
Project Contingency		<u>\$ 235,176</u>
TOTAL PROJECT COST		\$3,055,000

REPAYMENT SCHEDULE

The loan will be scheduled for repayment over a period of forty (40) years. The first principal and interest payment will be due and payable on June 1 following the date of loan closing or delivery of the bond and annually thereafter on the 1st day of June of each year.

PREAUTHORIZED DEBIT PAYMENT (PAD)

Prior to loan closing the District must complete *U.S. Department of Treasury Form SF 5510, Authorized Agreement for Preauthorized Payments*. This form will authorize the government to electronically debit your Rural Utilities Service loan payment(s) from your bank account annually on June 1 (payment due date). Preauthorized Debit is accomplished through the Automated Clearing House process method; thus, eliminating the need to write a check for each payment, the expense of mailing the payment, and allows you the certainty of when your payment will be applied.

SECURITY REQUIREMENTS

Security for the loan will consist of a **\$1,717,000 Water and Sewer Revenue Bond** authorized and prepared in accordance with RUS Instruction 1780, Paragraph 1780.14 and the Local Government Bond Act. Rural Development will negotiate the purchase of the bond with the District and the North Carolina Local Government Commission ("LGC"). LGC reserves the right to require a public offering of the bond. The bond will be fully registered as to both principal and interest in the name of the "United States of America acting through the Department of Agriculture".

The bond and any ordinance or resolution relating thereto must not contain any provision in conflict with RUS Bulletin 1780-27, "Loan Resolution (Public Body)" RUS Bulletin 1780-12, "Water or Waste System Grant Agreement", applicable regulations, and law.



Bertie County

Regional Water System
Recent key advancements
And lessons learned.....

July 20, 2015

FY 2014-2015 Fiscal Performance

- *As of June 30, 2014 the unaudited financials before adjusting for depreciation, and allocated reserves for the capital improvement plan for subsequent years:*

• Water District I	\$	33,448
• Water District II	\$	353,206
• Water District III	\$	73,587
• Water District IV	\$	52,693
• Total Water System	\$	512,934

Fiscal Strategies

- **Debt Refinancing** of USDA Water Bonds in 2013 yielded a gross cumulative savings of **\$2,401,046** or approximately **\$100,000** in reduced annual debt service payments.
- **Water Rate restructuring** (previously water rate of **\$3.25** per 1,000 gallons versus cost of water production of **\$4.50** per 1,000 gallons) effective for FY 2014-2015.

Operational Study and Evaluation Green Engineering

- Identified four (4) year avg. water loss > 42% which equated to 500,000 gallons per day
- Well head meters failing
- Altitude valves malfunctioning
- Telemetry system outdated-analog phone line
- Well performance deficiencies
- Recommended cost effective solution to address peak demand issues for Water District II

Prior Engineering engagements

	Proposed Debt	Engineer Fees	New Revenue	Annual Debt
2012 AMR-meter replacement	\$ 3,585,000	\$ 520,000	\$ - 0 -	\$ 213,993
WDII (2013) peak demand	\$ 5,900,000	\$ 1,099,500	\$ - 0 -	\$ 245,036
Total	\$ 9,485,000	\$ 1,619,520	\$ -0-	\$ 459,029

Current Projects for consideration

	Proposed Debt	Engineer Fees	New Revenues	Annual Debt
USDA for WD III South Windsor, SCADA & other	\$ 1,717,000	\$ 371,400	\$ 65,280	\$ 72,675
SRF-Roxobel Booster Pump, WD IV SCADA	\$ 1,440,634	\$ 311,000	\$ 60,526	\$ 56,386
SRF—SCADA Countywide & Lewiston and Kelford meters	\$ 1,864,766	\$ 342,500	\$ 56,059	\$ 111,310
Cost Savings w/ new SCADA			\$ 55,000	
Totals	\$ 5,022,400	\$ 1,024,900	\$ 236,865	\$ 240,371

Bertie County Regional Water System

Bertie County, NC



6,000
Feet

Legend

Water District

- District 1
- District 2
- District 3
- District 4

SCADA - PROPOSED SCADA PROJECT

SCADA - DISTRICT 3 (SOUTH WINDSOR)

SCADA - FUTURE ROXBEL CONSOLIDATION PROJECT

P-15-037

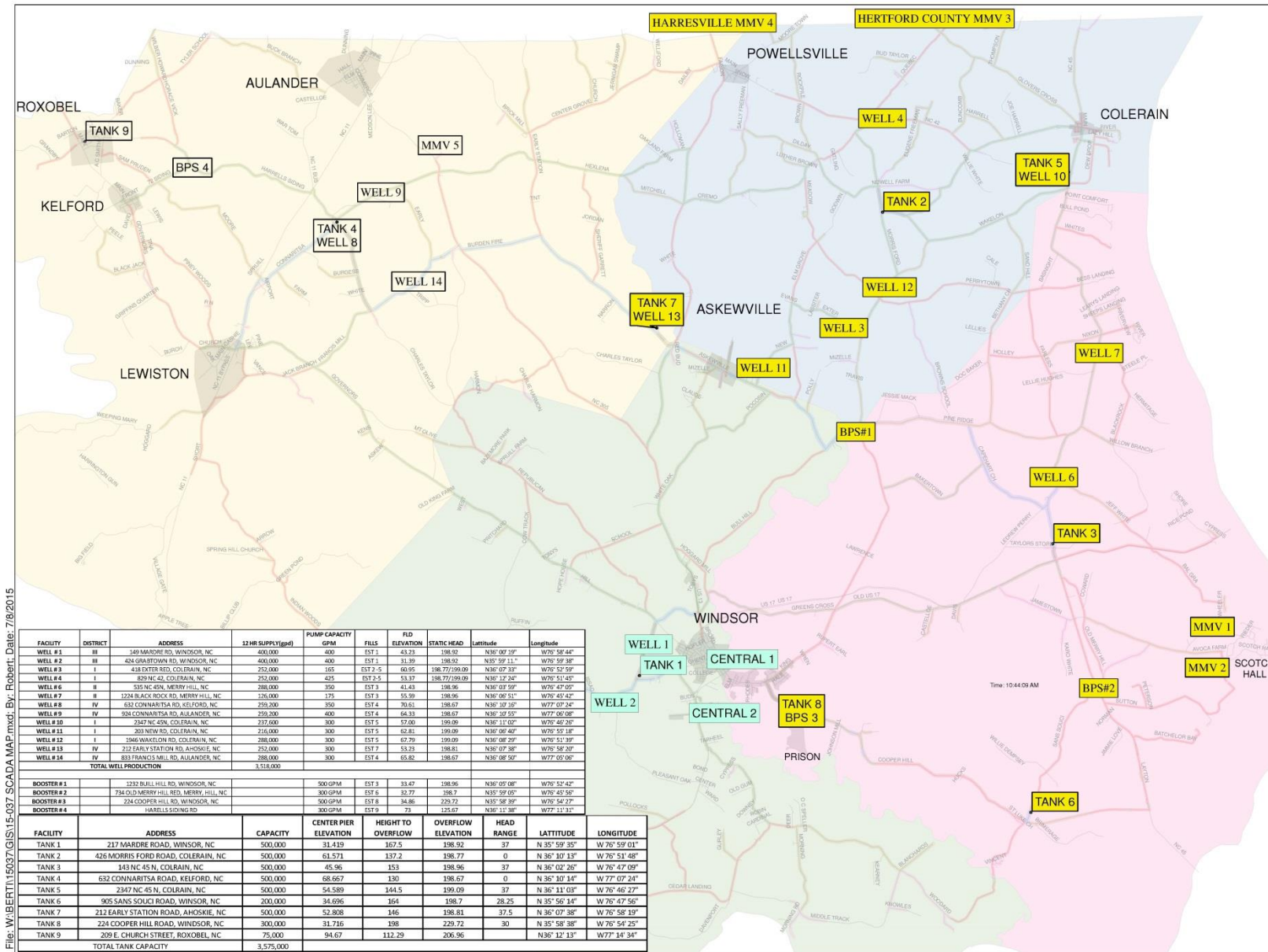
BERTIE SCADA SYSTEM CONFIGURATION



Prepared By:

Green Engineering P.L.L.C
303 Goldsboro St. E.
Wilson, NC 27893
Phone: (252) 237-5365
Fax: (252) 243-7489

This map is a graphic representation of data provided by Bertie County GIS. Green Engineering cannot guarantee the accuracy of this map.



File: W:\BERTIE\15037\GIS\15-037 SCADA MAP.mxd; By: Robert; Date: 7/8/2015

FACILITY	DISTRICT	ADDRESS	12 HR SUPPLY (gpd)	PUMP CAPACITY GPM	FILLS	R/D ELEVATION	STATIC HEAD	Latitude	Longitude
WELL #1	III	349 MARDRE RD, WINDSOR, NC	400,000	400	EST 3	43.23	188.92	N36° 07' 39"	W76° 58' 44"
WELL #2	III	424 GRAYTOWN RD, WINDSOR, NC	400,000	400	EST 1	31.39	188.92	N35° 59' 11"	W76° 59' 38"
WELL #3	I	428 EXTER RD, COLERAIN, NC	252,000	255	EST 2-5	60.95	188.77/289.09	N36° 07' 39"	W76° 52' 59"
WELL #4	I	829 NC 42, COLERAIN, NC	252,000	425	EST 2-5	53.37	188.77/289.09	N36° 12' 34"	W76° 51' 45"
WELL #6	I	535 NC 45N, MERRY HILL, NC	288,000	350	EST 3	41.43	188.96	N36° 07' 39"	W76° 47' 09"
WELL #7	II	1224 BLACK ROCK RD, MERRY HILL, NC	132,000	175	EST 3	55.99	188.96	N36° 06' 51"	W76° 45' 42"
WELL #8	IV	632 CONNARITSA RD, KELFORD, NC	252,200	350	EST 4	70.61	188.67	N36° 30' 30"	W77° 07' 24"
WELL #9	IV	904 CONNARITSA RD, AULANDER, NC	252,200	400	EST 4	64.33	188.67	N36° 37' 55"	W77° 06' 08"
WELL #10	I	2347 NC 45N, COLERAIN, NC	212,000	300	EST 5	57.90	199.09	N36° 11' 02"	W76° 46' 26"
WELL #11	I	203 NEW RD, COLERAIN, NC	216,000	300	EST 5	62.81	199.09	N36° 06' 40"	W76° 55' 38"
WELL #12	I	1846 WAWELON RD, COLERAIN, NC	288,000	300	EST 5	67.79	199.09	N36° 08' 29"	W76° 51' 39"
WELL #13	IV	212 EARLY STATION RD, AHOSKIE, NC	252,000	300	EST 7	53.23	188.61	N36° 07' 38"	W76° 58' 20"
WELL #14	IV	893 FRANCIS MILL RD, AULANDER, NC	288,000	300	EST 4	63.82	188.67	N36° 06' 59"	W77° 00' 00"
TOTAL WELL PRODUCTION			3,518,000						

BOOSTER #1	1232 BILL HILL RD, WINDSOR, NC	500 GPM	EST 3	33.47	188.96	N36° 00' 00"	W76° 52' 42"
BOOSTER #2	734 O.D. MERRY HILL RD, MERRY HILL, NC	300 GPM	EST 6	32.77	188.7	N35° 59' 05"	W76° 45' 50"
BOOSTER #3	224 COOPER HILL RD, WINDSOR, NC	500 GPM	EST 8	34.86	229.72	N35° 58' 39"	W76° 54' 27"
BOOSTER #4	HARLES SIDING RD	300 GPM	EST 9	79	125.67	N36° 12' 38"	W77° 11' 31"

FACILITY	ADDRESS	CAPACITY	CENTER PIER ELEVATION	HEIGHT TO OVERFLOW	OVERFLOW ELEVATION	HEAD RANGE	LATITUDE	LONGITUDE
TANK 1	217 MARDRE ROAD, WINDSOR, NC	500,000	31.419	167.5	198.92	37	N 35° 59' 35"	W 76° 59' 01"
TANK 2	426 MORRIS FORD ROAD, COLERAIN, NC	500,000	61.571	137.2	198.77	0	N 36° 10' 13"	W 76° 51' 48"
TANK 3	143 NC 45 N, COLERAIN, NC	500,000	45.96	153	198.96	37	N 36° 02' 26"	W 76° 47' 09"
TANK 4	632 CONNARITSA ROAD, KELFORD, NC	500,000	68.667	130	198.67	0	N 36° 10' 14"	W 77° 07' 24"
TANK 5	2347 NC 45 N, COLERAIN, NC	500,000	54.589	144.5	199.09	37	N 36° 11' 03"	W 76° 46' 27"
TANK 6	905 SANS SOUCI ROAD, WINDSOR, NC	200,000	34.696	164	198.7	28.25	N 35° 56' 14"	W 76° 47' 56"
TANK 7	212 EARLY STATION ROAD, AHOSKIE, NC	500,000	52.808	146	198.81	37.5	N 36° 07' 38"	W 76° 58' 19"
TANK 8	224 COOPER HILL ROAD, WINDSOR, NC	300,000	31.716	188	229.72	30	N 35° 58' 38"	W 76° 54' 25"
TANK 9	209 E CHURCH STREET, ROXBEL, NC	75,000	94.67	112.29	200.96		N36° 12' 13"	W77° 14' 34"
TOTAL TANK CAPACITY		3,575,000						

Two approaches for addressing Water District II peak demand

Former Engineer proposed a new well, a 20 mile transmission line, and a 500,000 gallon elevated storage tank to meet the peak demands in WDII with a project loan of \$5.9 M at \$ 245,036 per year for 40 years of debt.

Current Engineering firm proposed an evaluation of existing well pump performance at all sites, and determined Well #6 was rated at 350 gpd, but average yield produced only 135 gpd. Parts & labor to replace pump bowl total cost was \$ 12,380.

Rehab of Well #6 success !

- Located in Midway on highway 45, Well #6 was pumping 97,200 gallons per day (12 hour cycle). When repaired Well #6's resulting yield was 425 gallons per minute or 306,000 gallons in a 12 hour pumping cycle.
- Largest commercial customer's prior year twelve (12) months averaged 212,500 gpd with a peak demand of 403,318 gpd in December 2014.
- Total system (all districts) safe yield water production is 2,975,000 gpd and the average daily system demand is 850,000 gallons per day.

Summary

- FY 2014-2015 Water System fiscal performance yields \$ 512,934 revenues in excess of operational expenditures (unaudited), to be allocated in forthcoming capital improvement plan for preventive maintenance and line extensions to serve additional customers.
- Proposed project applications balanced from a revenue/cost saving and debt service basis due to increased customer base (South Windsor, Lewiston-Woodville and Roxobel) adding 658 active accounts.
- Water Department staff successfully implementing the 2014 evaluation report recommendations.

Our Water Department's Mission:

“To provide the highest quality of drinking water services to its customers at the lowest possible cost, while protecting the environment and maintain its assets for a sustainable future.”



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: D-1b

SUBJECT: Corrisoft, LLC. – Electronic Monitoring Agreement

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

ATTACHMENTS: Yes/No

LEGAL REVIEW PENDING: Yes/No

ITEM HISTORY:

- July 20, 2015 – Board received an update from Sheriff John Holley and Executive Assistant, Audrey Jernigan, about the enclosed agreement
- November 13, 2013 – Board participated in an initial presentation given by Corrisoft Regional Sales Manager, Chuck Geveden, and various Martin County law enforcement members at the Heritage House Restaurant

AIR® SERVICE Agreement

This AIR™ Service Agreement ("Agreement") is made between CORRISOFT, LLC ("Corrisoft"), a Kentucky limited liability company with its principal place of business at 1713 Jaggie Fox Way, Lexington, KY 40511, and Bertie County Sheriff's Office ("Agency"), with its principal place of business at 104 Dundee St. #1, Windsor, NC, 27983. This Agreement is effective as of the date of full execution.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

DEFINITIONS

- 1.1. "Active monitoring" or "actively monitor," as used herein, refers to the ability to periodically receive recent location coordinates and other limited information about Clients, subject to certain limitations set forth in the Documentation.
- 1.2. "Client" refers to any person that is subject to Agency's enrolled in the AIR and or electronic monitoring programs.
- 1.3. "Confidential Information" refers to any information that is marked, or should be reasonably understood to be, confidential, proprietary, or trade secrets of Corrisoft.
- 1.4. "Documentation" refers to the "Corrisoft AIR Officer's Reference Manual" which is incorporated herein by this reference and will be provided upon execution of this Agreement.
- 1.5. "Unit" or "Equipment" refers to:
 - 1.5.1. "System 5000" consisting of a (PTU) Personal Tracking Unit, a base station charging unit, and an (RF) tether
 - 1.5.2. "System 5000" consumables consisting of a strap, a clip, and a pin
- 1.6. "AIR" or "AIR Service" refers to the AIR Web based software platform, Smartphone and/or the Connect Equipment, Documentation and services described in Section 2.
- 1.7. "GPS" refers to Global Positioning Satellite.
- 1.8. "System" refers to Corrisoft central monitoring computer systems, which are located and maintained at Corrisoft offices.
- 1.9. "Active Unit" refers to any Unit that is assigned to a Client that is being monitored, regardless of whether such monitoring is active or passive.
- 1.10. "Active Unit Day" refers to any day, or any portion thereof, in which there is an Active Unit.

1. AGENCY'S OBLIGATIONS

- 1.1 Agency agrees to retain complete authority of and responsibility for Client selection, enrollment, monitoring alerts and reports; to oversee orientation and installation of Equipment; to verify the accuracy of all profile(s); to establish policies and procedures, responses to alert notifications, all liaison work with the involved courts, and management and control of login IDs; and to retain liability for any acts committed by a Client.
- 1.2 Agency will not assign, sublicense, or otherwise transfer any of its rights under this Agreement, the Agreement itself, or the license granted hereby without prior written consent of Corrisoft.

2. CORRISOFT'S OBLIGATION

- 2.1 Provided Agency is not in default of this Agreement, Corrisoft will supply certain Equipment to Agency and certain AIR related services to Agency during the term of this Agreement subject to the provisions set forth herein. The specific Equipment and services to be supplied by Corrisoft, and the amounts to be paid by Agency for such Equipment and services, will be set forth for invoices that will be periodically provided by Corrisoft to Agency.

3. PAYMENT TERMS

- 3.1 Payment terms are Net 30 from date of invoice. Interest on any amount that is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand.

3.2 In the event any item hereunder is found to be subject to taxation in any form, except taxes based upon net income, Agency will pay to Corrisoft as the same respectively come due, all taxes and governmental charges of any kind whatsoever together with any interest or penalties that may at any time be lawfully assessed or levied against or with respect to such item of equipment or services. In the event Agency is tax exempt, Agency agrees to supply Corrisoft with a tax exemption certificate.

4. CONTRACT TERM, TERMINATION, RENEWAL

4.1 The term of this Agreement is for a four (4) year from the effective date of this Agreement unless terminated as provided herein. This Agreement, its terms and conditions, and authorized amendments are renewed automatically on the anniversary of its original effective date unless otherwise terminated as provided for herein.

4.2 Either party, upon sixty (60) days prior written notice to the other party, may terminate this Agreement for convenience. Cessation of services and responsibilities defined in this Agreement may not take place less than sixty (60) days from the receipt of notice except in the event of default by either party. All notices with respect to this Agreement shall be in writing and signed by a duly authorized representative of the party. Notices shall be sent by certified mail or delivered by messenger.

4.3 Upon termination of the Agreement, Agency shall immediately return all property due to Corrisoft. In the event Corrisoft's Units, unused supplies and other such property are not returned within seven (7) days, Agency shall pay to Corrisoft the full daily rate listed in Exhibit A until Corrisoft has all such Units and other property in its possession. Corrisoft is entitled to full payment for services rendered and accepted whether during the term of this Agreement or thereafter.

4.4 The parties agree and acknowledge that the terms of this Agreement are conditioned upon and subject to the availability of Corrisoft products and services. Corrisoft shall not be liable for any delay in performances due to limited availability of AIR products and services.

5. LIMITATION OF LIABILITY

5.1 Agency will be responsible for the proper use, management and supervision of the Equipment and the monitoring of the Client. Agency agrees that Corrisoft will not be liable for any damages caused by Agency's failure to fulfill these responsibilities.

5.2 Disclaimer of Warranty. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CORRISOFT EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SERVICES OR EQUIPMENT FOR A PARTICULAR PURPOSE. CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICE OR EQUIPMENT IS IMPERVIOUS TO TAMPERING. CORRISOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT SERVICE OR EQUIPMENT IS OR WILL BE COMPLETE, ACCURATE, RELIABLE, ERROR FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, THAT THE PRODUCTS AND SERVICES WILL BE CONTINUOUSLY AVAILABLE, OR THAT DATA ENTERED ARE SECURE FROM UNAUTHORIZED ACCESS.

5.3 In no event will Corrisoft be liable for any indirect, special, incidental, or consequential damages resulting from, arising out of, or in connection with, any failure of the equipment or services or breach by Corrisoft of this agreement, even if Corrisoft has knowledge of this possibility of the potential loss or damage.

5.4 In no event does Corrisoft assume any responsibility or liability for acts that may be committed by persons and/or Client(s) that are subject to Agency's electronic monitoring program. Agency agrees to indemnify Corrisoft from any third party claims for any such acts of Client(s). As used in this Agreement, the term "liability" includes but is not limited to legal fees and expenses, penalties and interest.

5.5 Agency agrees to indemnify and hold Corrisoft and its employees, agents, and contractors, harmless from any and all claims of third parties resulting from or incidental to the Agency's use, modification, or operation of the Licensing Software.

5.6 This section shall remain in effect even if Agency has made full payment under this Agreement or this Agreement is terminated.

6. OWNERSHIP—CONFIDENTIALITY/NONDISCLOSURE OBLIGATIONS

6.1 Corrisoft shall retain all ownership interests in all parts of the AIR Service. All rights owned by Corrisoft that are not granted by this Agreement, including the right to derivative works, are reserved to Corrisoft. The System, Licensed Software, Documentation, and any and all copies thereof, whether in whole or in part, whether made by Corrisoft or anyone else, and all rights, powers and privileges which arise out of this Agreement are, and shall

remain at all times, the sole and exclusive property of Corrisoft. Nothing contained in this Agreement shall be deemed to convey to Agency any title or ownership interest in the System, Licensed Software, Documentation and/or rights, powers and privileges that arise out of this Agreement. Agency shall not directly or indirectly dispute or contest the validity of Corrisoft's rights to the Licensed Software. Agency understands, acknowledges, and agrees that certain aspects of the System and Licensed Software are Corrisoft's trade secrets. These include, but are not limited to, the following: system design, modular program structure, system logic flow, file content, video and report format, coding techniques and routines, file handling, video screen and data entry handling, and report and/or form generation. Agency agrees to hold in confidence and not disclose to any party, other than authorized employees, the System, Licensed Software, Documentation or any trade secrets of Corrisoft. Corrisoft will issue Agency a login ID and a password for use in accessing the System and the specific Client information for that Agency. Agency agrees to maintain its password as private and confidential information and to take all reasonable measures to maintain the careful control and security of the login ID and password and the Licensed Software, and shall not allow parties, except authorized employees or contractors of the Agency, access to the Licensed Software or any of its component parts. In this regard, Agency agrees that each employee or contractor, to be authorized to work with or to have access in any way to the System, Licensed Software, Documentation, or trade secrets hereunder, shall agree to be bound by the confidentiality, nondisclosure, use, and copying restriction of this Agreement. Agency agrees to notify Corrisoft immediately of the existence of any circumstances surrounding any unauthorized knowledge, possession, or use of the login ID and password, Licensed Software or any part thereof by any person or entity. Corrisoft is not responsible for breaches in security resulting from third party access to Agency's password.

6.2 Agency shall not itself and also shall not knowingly permit any of its employees, subcontractors, or sub-licensees to alter, maintain, enhance, or otherwise modify any part of the AIR Service, other than strictly to input, access and update information relating to Clients, as permitted by this Agreement. Agency shall not reverse engineer, reverse compile, reverse assemble or do any other operation or analysis with the Service or the System or associated software, hardware and technology that would reveal any of Corrisoft's confidential information, trade secrets, or technology.

6.3 Agency shall take all reasonable actions to cause its employees, agents and subcontractors, if any, to not, during the term of this Agreement or at any time thereafter, divulge, communicate or utilize, other than in the performance of Agency's obligation under this Agreement, any Confidential Information which Agency or such person has acquired or may acquire, whether technical or non-technical, relating to the business affairs of Corrisoft, including without limitation the AIR Service and related documentation.

7. FORCE MAJEURE

Corrisoft shall not be liable for any delay in the performance or nonperformance which is due to causes beyond Corrisoft's control, including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, failure of third-parties to provide goods or services, failure of any telecommunications services (both wireless and wire systems), differences with employees or similar or dissimilar causes beyond the reasonable control of Corrisoft.

8. INSURANCE

Each party hereto shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. Upon request, the parties hereto shall furnish the other with a certificate of insurance or other evidence that required insurance is in effect.

9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event that a dispute arises with respect to any of the provisions contained herein or any other matter affecting the relationship between Corrisoft and Agency, the dispute shall be resolved by arbitration in Lexington, Kentucky in accordance with the rules of procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction. All attorneys' fees and associated expenses (including arbitration and or court costs, witness fees and other reasonable expenses) shall be awarded to the prevailing party.

10. GENERAL

- 10.1** This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party.
- 10.2** Any provision of this Agreement that is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. Preprinted terms and conditions of any purchase order or other instrument issued by Agency which is in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Corrisoft and will not apply to this Agreement.
- 10.3** This Agreement may be executed in any number of separate counterparts, by the different parties hereto on, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.
- 10.4** Nothing contained herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties.
- 10.5** Agency shall not assign, sublicense, or otherwise transfer or assign this Agreement or any of its rights under this Agreement without prior written consent of Corrisoft. Corrisoft may assign this Agreement without the consent of Agency.

11. ENTIRE AGREEMENT

The entire agreement between parties with respect to the subject matter hereof is contained in this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their representatives, successors and assigns.

12. ASSIGNMENT/SUBCONTRACTING

Corrisoft shall have the right to subcontract any and all services set forth under this Agreement, so long as Corrisoft remains primarily responsible hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the latest date set forth below.

CORRISOFT, LLC

By:

Printed Name: Bill Johnson

Printed Title: President & CEO

Date:

By:

Printed Name: John Holley

Printed Title: Sheriff

Date:

**EXHIBIT A
PRICING**

Agency responsibilities includes but not limited to: participant enrollment and profile page set-up, installation and instruction on device operations, entering initial and ongoing participant GPS location/compliance terms, field support (device swaps & recovery), monitoring offenders for compliance through monitoring software and system generated alerts, un-enrollment, and entering of scheduled events (court dates, drug testing, etc.).

AIR® Component Charges

Pursuant to Section 5 of the Agreement, the costs of the Agency for the lease and services rendered by Corrisoft are as follows:

EQUIPMENT AND HARDWARE DEVICE RATES (per day rates are for active devices assigned to participants and do not include Corrisoft support services.)

\$6.50 per day per System 5000 GPS tracking device
\$3.50 per day per System 5000 GPS tracking device in Victim mode

SERVICES (per day rates are for active devices assigned to participants)

\$1.00 per day per device for Protocol Management(MCI)

Protocol Management – Corrisoft AIR Service Agent (ASA) will contact participants regarding alerts and perform preliminary screening by asking predefined investigative questions. The ASA will note information gathered from the participant and escalate notifications per Agencies guidelines.

\$1.00 per day per active participant on OTTER™

(Offender Tracking Transport Emergency Response) is an AUTOMATED emergency alert notification system that adds important value to electronic monitoring sensors. With OTTER™, sensors will initiate precisely selected messages, based on the specific alert protocol that is broken by the offender/client. Notifications can be sent to cell phones, land phones, pagers, email accounts and/or fax machines. Typical notification recipients are parole officers, law enforcement dispatch officers and court administrators. It is the responsibility of the Customer to review all contact information for notification recipients on a regular basis to make sure that it is up to date and complete.

EQUIPMENT LOSS AND DAMAGE REPLACEMENT COSTS

Agency will be responsible for all costs associated with lost, stolen, or damaged AIR Devices. Replacement costs for AIR units will be as follows:

System 5000 PTU \$795; System 5000 Transmitter \$200; System 5000 Base \$400;

SHELF

Agency will use its best efforts to keep unused inventory in its possession to less than 10% for System 5000 or a minimum of 1 system 5000 kit per month at no charge. Agency will be charged a reduced rate of \$3.25 for shelf units at the as noted above per device if the inventory level exceeds 10% for System 5000 . Shelf is calculated on a monthly basis and by device type.

FREIGHT

Corrisoft will pay for second day air shipping costs for devices to and ground shipping from the Agency. Agency will be responsible for expedited freight charges if requested.

CONSUMABLES

Corrisoft will provide straps and clips for the AIR Connect, Sys5000, and BluTag devices at no charge. In the event that above normal consumption of these consumables is recognized by Corrisoft, additional training and or fees may be required from Agency. Additional consumables may be billed and or can be purchased at any time for \$10 per strap set.

TRAINING

Corrisoft will provide initial user training on site at a location provided by the Agency with up to eight (8) hours over no more than two (2) days. Additional training maybe delivered through remote or additional onsite training. Corrisoft reserves the right to charge Agency for additional onsite training if requested at a rate of \$1500 per day plus all travel expenses (meals, travel, hotel, etc.).

INSURANCE:

Corrisoft acknowledges that placement of our devices with offenders and agents entails risk of loss of such units. In order to fairly share the risk of such loss with the Agency, Corrisoft hereby agrees to cover the potential loss as follows:

- **10% Insurance Cost:** \$0.50 per unit per day in Agency's possession.
- **100% Insurance Cost:** \$1.25 per unit per day in Agency's possession.
 - **Terms of Coverage:** Corrisoft agrees to replace up to defined coverage of Monitoring Units, which Corrisoft has leased to the Agency during the term of the service agreement, at the full cost of such replacement Units, as listed under Equipment Loss and Damage (see above) in the event such Units are lost, stolen or destroyed and such loss is not caused by Agency (collectively "Lost Units").
 - Lost Units will be calculated based on a Unit Year, which shall mean the monthly rolling average of all inventoried Units leased (specific to product model) over a twelve month period preceding the end of the calendar year or the date of receipt by Corrisoft of the claim of loss ("Claim Receipt Date").

- If Units have been in Agency's possession for less than 12 months, Units Year shall mean the length of time from the date of delivery of such Units to the Claim Receipt Date.
- **Initiation of Coverage:** Receipt of initial payment per covered Unit.
- **Termination of Coverage:** Non-payment at due date, per Unit.
- **Reservation of Rights:** Corrisoft reserves the right to modify the terms of this Corrisoft insurance coverage at any time, upon 30 days written notice to Agency. Agency reserves the right to cancel optional insurance coverage at any time, upon 30 days written notice to Corrisoft.
- **Agency must have a minimum of 25 devices specific to product model in inventory to be eligible for Insurance**

Additional Notes:

- Corrisoft will offer Agency current products and upgrade equipment as new products and models are released.
- Pricing is only valid for 15 days from initial receipt of Agreement.
- Agency may request additional devices and services. Corrisoft will make a best effort to implement additional services within 2 weeks of approved Addendum.

**Exhibit B
End User Agreement**



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: D-1c

SUBJECT: EMS Agreements with Martin and Lenoir Counties for student “ride along” training

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

It is requested that the Board approve two additional agreement for “ride along” training services with both Martin and Lenoir Community College.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY:

- May 29, 2014 – Agreement for “ride along” training with Roanoke-Chowan Community College in Hertford County was officially signed
- May 5, 2014 – Authorization received from the Board to execute said agreement with Roanoke-Chowan Community College

MEMORANDUM OF UNDERSTANDING

LENOIR COMMUNITY COLLEGE

and

THIS AGREEMENT by and between **LENOIR COMMUNITY COLLEGE** (hereinafter referred to as the **COLLEGE**), and _____ (hereinafter referred to as the **AGENCY**);

WITNESSETH

WHEREAS the **AGENCY** and **COLLEGE** agree to an annual contract from the date of the last signature through, _____.

WHEREAS the **AGENCY** has given and desires to continue to give special attention and strong support to the needs of the health related programs of the **COLLEGE**; and

WHEREAS the **AGENCY** intends to continue to cultivate its clinical bonds with the **COLLEGE**; and

WHEREAS THE COLLEGE, is interested in providing educational opportunities in health related programs and desires to continue its relationship with the **AGENCY**;

NOW THEREFORE, the parties agree as follows:

- I. COLLEGE RESPONSIBILITIES** – It shall be the responsibility of the **COLLEGE** to do the following:
- A) To sponsor and promote an educational program at the **COLLEGE** for education in the health related disciplines.
 - B) To employ qualified faculty to develop, implement, and evaluate the health programs. The program director shall be responsible for coordinating the total curriculum.
 - C) To provide faculty to plan and to supervise clinical experiences and to evaluate student performance in accordance with course guidelines and objectives.
 - D) To require each student and/or faculty assigned to the **AGENCY** to comply with the policies, procedures, rules and regulations of the **AGENCY**, as the same may be from time to time amended, including but not limited to Employee Health and Infection Control Policies (*to include Rubella and Varicella and Tuberculosis status); and the Confidentiality Policy, regarding the records of those served by the **Agency**; and the Blood and Body Fluid Exposure Policies in effect during any student and/or faculty rotation.
 - E) To require each student and/or faculty assigned to the **AGENCY** to submit to such drug/substance abuse screening and criminal record checks as may be required by **AGENCY**, and to provide documentation of such testing and records for each student and/or faculty as the **AGENCY** may require.
 - F) To provide the **AGENCY** with a rotation schedule to include the names, the number of students, the level of the students, the times, the days, the clinical area, and the responsible instructor.

MEMORANDUM OF UNDERSTANDING
Lenoir Community College

page 2 of 5

- G) To require students and faculty to carry adequate professional liability insurance while at the **AGENCY**. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) per student or faculty per year period. Proof of such coverage shall be maintained by the director of the program and available upon request.
- H) To remove any student from the **AGENCY**, whenever in the opinion of the **AGENCY** and the **COLLEGE**, it is deemed to be in the best interest of either the **AGENCY** consumers and/or employees.
- I) To recommend for placement in the clinical education program of the facility only those students who have earned a satisfactory or passing grade point average as defined by the **COLLEGE**.
- J) To provide the **AGENCY** with copies of current course syllabi, and written evaluations of the clinical experiences upon request of the **AGENCY**.
- K) To adhere to the essential guidelines for the applicable accrediting bodies for the particular health fields covered pursuant to this Agreement.
- L) To cooperate with the Agency facilitator and/or designee, to assign students to specific areas with the **AGENCY**.

II. THE AGENCY RESPONSIBILITIES – It shall be the responsibility of the **AGENCY** as follows:

- A) To offer its facilities as a clinical learning experience to the **COLLEGE’S** enrolled students in Health programs and to foster among its staff and employees, both technical and professional, a “teaching attitude” of helpfulness to the **COLLEGE’S** students and/or faculty.
- B) To retain direct responsibility for and control of its health delivery services.
- C) To provide sufficient and qualified supervisory and staff personnel, as required by the particular boards governing the areas within the **AGENCY** selected for learning experiences for the students.
- D) To provide, when possible, support facilities such as the library, use of cafeteria, lounges, restrooms, parking, and conference rooms to the students and/or faculty participating in the programs pursuant to this Agreement, if any costs are involved with such privileges, the cost shall be the same as the staff rate.
- E) To provide opportunities for faculty-staff planning.
- F) To provide sufficient and properly maintained equipment and supplies suitable for student use within the facility.

MEMORANDUM OF UNDERSTANDING
Lenoir Community College

page 3 of 5

- G) To provide faculty and students access to first aid and emergency care for illnesses and/or accidents occurring on the property operated by the **AGENCY**. Costs for such care shall be the responsibility of the faculty member or student receiving such services; except in the event, the exposure may have resulted from any error or omission by the **AGENCY** and/or its agents or employees, the Agency facilitator or designee shall notify the Clinical Coordinator regarding assistance from the **AGENCY** for diagnostic tests, including but not limited to RPR, Hepatitis B surface Antibody, Hepatitis B Surface Antigen, HIV for exposed student/faculty and source person.
- H) To make available for the students and faculty, records of those served by the **AGENCY** and only as needed when appropriate.
- I) To give to the **COLLEGE** consideration with respect to the scheduling for the use of the **AGENCY** for all purposes set out in this Memorandum of Understanding.
- J) To provide an orientation session to include rules and regulations, policies and a tour of the **AGENCY** for the students and faculty prior to their first clinical experience.

III. MUTUAL RESPONSIBILITIES:

- A) **TERM:** The term of this Agreement shall continue in full force and effect until the date listed above. Either party shall have the right to terminate this Agreement with or without cause, upon ninety (90) days, notice in writing to the other party.
- B) **EQUAL EMPLOYMENT AFFIRMATIVE ACTION EMPLOYERS:** The parties agree that they are Equal Employment Affirmative Action Employers and shall not discriminate in any manner against any student or faculty member regardless of race, color, national origin, religion, sex, age or disability.
- C) **AGENCY:** Under no circumstances are any other **COLLEGE** faculty or students to be considered agents or employees of the **AGENCY** while they are engaged in clinical activities/supervising students from the **COLLEGE**.
- D) **SCHEDULING:** Clinical scheduling (for priority commitment) will be designated each year at a joint conference between the **AGENCY** and the **COLLEGE** and other affiliating schools.
- E) **DISMISSAL:** Only the **COLLEGE** shall have the authority to dismiss students from any health program.

MEMORANDUM OF UNDERSTANDING
Lenoir Community College

page 4 of 5

- F) MODIFICATION:** This Agreement may be modified or amended at any time by mutual consent. Such amendment shall be in writing with said writing signed by both parties.
- G) ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations in agreement between them regarding the subject matter hereof.
- H) LIABILITY:** The **COLLEGE** on its behalf accepts responsibility for its tortious acts to the extent allowed under the North Carolina Tort Claims Act, North Carolina General Statutes 143-300.1 et seq. And accepts responsibility for any and all claims, losses, liabilities, demands, damages, or any other financial demands that may be alleged or realized due to its own negligence and or negligence of its agents, employees, or students while in the performance of their duties or assignment pursuant to this Agreement to the extent permitted by law, except that the **COLLEGE** does not agree to hold harmless the **AGENCY** from any claims which may have resulted from any error or omission by the **AGENCY** and/or its agents or employees.
- I) SEVERABILITY:** If any provision of this agreement is determined to be invalid or unenforceable, the provision shall be deemed to be severable from the remainder of the Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
- J) WAIVER CLAUSE:** The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be waiver of such provision.
- K) ASSIGNMENT:** This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party unless otherwise provided for in this Agreement. Any purported assignment without prior written consent shall be null and void.
- L) STANDARDS:** Shall be adhered to as specified in writing by the **AGENCY** to include, but not limited to "Joint Commission".

MEMORANDUM OF UNDERSTANDING
Lenoir Community College

page 5 of 5

M) NOTICE: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered personally or 3 days after being mailed to the following addresses:

Agency Address *****

**LENOIR COMMUNITY COLLEGE
ATTN: JAY CARRAWAY, Ed.D.
VICE PRESIDENT OF CONTINUING
EDUCATION
POST OFFICE BOX 188
KINSTON, NORTH CAROLINA 28502-0188**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

AGENCY ADMINISTRATOR

DATE

AGENCY FACILITATOR

DATE

LENOIR COMMUNITY COLLEGE

PRESIDENT

DATE

VICE PRESIDENT OF CONTINUING EDUCATION

DATE

MEMORANDUM OF UNDERSTANDING

ADDENDUM

LENOIR COMMUNITY COLLEGE

and

*Health Program offerings include, but are not limited to, the following programs:

HEALTH SCIENCES: Associate Degree Nursing
Practical Nursing
Medical Assisting
Polysomnography
Surgical Technology
Radiography
Therapeutic Massage

CONTINUED EDUCATION

MAIN CAMPUS: Nursing Assistant I
Nursing Assistant II
Phlebotomy
Health Unit Coordinator
ECG Monitor Technician
EMT Basic
EMT I
EMT Paramedic
Mobile ICNS

GREENE COUNTY: Phlebotomy
Health Unit Coordinator
Nursing Assistant I
Nursing Assistant II
ECG Monitor Technician
EMT and EMT-I
Medical Coding and Processing

JONES COUNTY: Phlebotomy
Nursing Assistant I
Nursing Assistant II
EMT and EMT-I

MENTAL HEALTH ASSOC.: Human Services
Social Services

BERTIE COUNTY EMS AND MARTIN COMMUNITY COLLEGE

AGREEMENT

This AGREEMENT made and entered into this 1st day of May 2015, by and between MARTIN COMMUNITY COLLEGE, hereinafter called College, and BERTIE COUNTY EMS, hereinafter called the Agency.

WITNESSETH

WHEREAS, the College operates an Emergency Medical Service Program for the purpose of training Emergency Medical Technicians, Intermediates and Paramedics;

WHEREAS, the College is desirous of having its students obtain appropriate field experience before completing their training and;

NOW, THEREFORE, in consideration of the mutual undertaking hereinafter contained, it is agreed by the parties as follows;

FIRST

Term. This agreement shall be a term of two years after the date of execution hereof.

SECOND

Renewal. Unless thirty (30) days prior to the end of any term either party shall notify the other of its intention to terminate the written agreement at the end of the then current term. This agreement shall be reviewed bi-annually by a committee consisting of the Administration of the College, Agency and renewed for successive annual periods after the date of expiration of the aforementioned term.

THIRD

Obligation of the Agency. The Agency shall extend to the College the right to use its Emergency Medical Service as an opportunity for the students of its EMS Program to gain experience and training in its clinical area of Emergency Medical Services. Bertie County EMS shall retain direct responsibility for and control of its health delivery services.

FOURTH

Obligation of the College. The College shall be responsible for the organization, administration and financing of its EMS Program. The College shall be solely responsible for the instruction of its students while training. The College shall ensure that each student is covered by medical liability insurance of \$2,000,000 prior to being admitted to any clinicals. This insurance is carried by the college as a group policy.

FIFTH

Obligation of Student. The College shall be responsible for informing the students that they are responsible for all screening, testing, health exposure management, and exposure prophylaxis in accordance with college Policy. The instructional Coordinator for Emergency Services will serve as an advisor to students who may have questions concerning exposure management. Additionally, students will be required to sign a confidentiality statement prior to being admitted to the clinical setting. The college will maintain these statements with the class records.

SIXTH

Clinical Experience. The Coordinator of the EMS Program at Martin Community College and the Training Officer of Bertie County EMS will jointly confer as to the days and hours for the clinical experience. All clinical experiences will be scheduled at least two weeks in advance and as not to interfere with other clinical students.

SEVENTH

Clinical Education. All clinical education shall be performed under the direct supervision of an EMT-Intermediate/Paramedic depending on the educational training of the student.

EIGHTH

Medication and Skills. Skills may be performed by the EMS student as time and patient load allows and ONLY during the scheduled clinical education time. Medications may be performed in the presence of any **NC Credentialed** EMS personnel at the specific level as adopted by the North Carolina College of Emergency Physicians (NCCEP) Standards for EMS Medication use.

NINTH

Health Requirements. Students must show proof that they are aware of certain communicable diseases and risks of exposure. In order to do that, the following is required:

- 1- Training of infectious and communicable disease prevention
- 2- Offer of Hepatitis B vaccine – signed consent form or declination form for each student
- 3- Purified Protein Derivative (PPD) TB test within 90 days, either negative or appropriate follow up instituted
- 4- Proof of measles immunity or immunization
- 5- Positive rubella titer or immunization
- 6- Proof of mumps
- 7- Tetanus Toxoid within last 10 years

TENTH

Dress Code. The students will observe the following dress code restrictions;

- 1- No denim jeans
- 2- Black or navy blue EMS pants
- 3- No tee shirts with slogans
- 4- Polo shirt with MCC logo on left breast, purchased by the student
- 5- No political buttons or badges
- 6- No long or dangling necklaces or other items of jewelry with might present a safety hazard or interfere with patient care; no facial piercing allowed
- 7- No sandals, black boots or black leather tennis shoes
- 8- Hair clean and neat (if long, tied in back)
- 9- Nails clean and appropriate length
- 10- Clothes clean and neatly pressed
- 11- Make-up and perfume/cologne in moderation
- 12- Name tag must be worn

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

BY: _____ (SEAL)
President, Martin Community College

BY: _____ (SEAL)
Coordinator of EMS, Martin Community College

BY: _____ (SEAL)
Director of EMS, Bertie County

BY: _____ (SEAL)
County Manager, Bertie County

Healthcare Professional Liability



LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Company")
 55 Water Street, 18th Floor
 New York, NY 10041

DECLARATIONS - SPECIFIED MEDICAL PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY

Item:	Policy Number: AHV-102818003	Renewal Of: AHV-102818002																		
1.	Named Insured: The Students of Martin Community College																			
2.	MAILING ADDRESS: Administrative Services 1161 Kehukee Park Road Williamston NC 27892																			
3.	Policy Period: 12:01 A.M. Standard Time At	From: 07/01/2014 To: 07/01/2015																		
	Location of Designated Premises																			
4.	The insurance afforded is only with respect to such of the following types of insurance as indicated by specific premium charge or charges:																			
	<table border="0"> <thead> <tr> <th colspan="2">COVERAGE</th> <th>PREMIUM</th> </tr> </thead> <tbody> <tr> <td>A. Professional Liability</td> <td><input checked="" type="checkbox"/></td> <td>\$9,048.00</td> </tr> <tr> <td>B. General Liability</td> <td><input checked="" type="checkbox"/></td> <td>\$0.00</td> </tr> <tr> <td> Terrorism Risk Insurance Act</td> <td><input checked="" type="checkbox"/></td> <td>\$0.00</td> </tr> <tr> <td>C. Endorsements</td> <td><input type="checkbox"/></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL:</td> <td>\$9,048.00</td> </tr> </tbody> </table>		COVERAGE		PREMIUM	A. Professional Liability	<input checked="" type="checkbox"/>	\$9,048.00	B. General Liability	<input checked="" type="checkbox"/>	\$0.00	Terrorism Risk Insurance Act	<input checked="" type="checkbox"/>	\$0.00	C. Endorsements	<input type="checkbox"/>		TOTAL:		\$9,048.00
COVERAGE		PREMIUM																		
A. Professional Liability	<input checked="" type="checkbox"/>	\$9,048.00																		
B. General Liability	<input checked="" type="checkbox"/>	\$0.00																		
Terrorism Risk Insurance Act	<input checked="" type="checkbox"/>	\$0.00																		
C. Endorsements	<input type="checkbox"/>																			
TOTAL:		\$9,048.00																		
5.	LIMITS OF LIABILITY																			
	\$2,000,000 each Incident or Occurrence	\$4,000,000 in the Aggregate																		
6.	Deductible (if applicable): \$0 each Incident or Occurrence																			
7.	The Named Insured is: <input type="checkbox"/> Sole Proprietor (including Individual) <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other: Affiliation: 3188 - Student Malpractice Blanket Liability																			
8.	Business or Occupation of the Named Insured: Student																			
9.	This policy is made and accepted subject to the printed conditions of this policy together with the provisions, stipulations and agreements contained in the following forms or endorsement(s): HCPL-2157 (11/09), HCPL-2025-0000-NC(11/09), OFAC (09/09), HCPL-2025 (11/09), HCPL-2038 (11/09), TRIA-E003-0210, TRIA-N004-020R																			
	Representative Agent: Mercer Consumer, a service of Mercer Health & Benefits Administration LLC P.O. Box 14576 Des Moines IA 50308-3576																			

**Agreement for Field Internship Affiliation
Between
Roanoke-Chowan Community College
And
Bertie County Emergency Services**

This agreement, is made and entered into this 1ST day of March, in the year 2014, between *Roanoke-Chowan Community College*, herein after referred to as the “College”, and *Bertie County Emergency Services*, herein after referred to as the “Agency”.

Whereas, the AGENCY shall conduct internship rotation for the students and whereas, the COLLEGE wishes to enroll in the rotation; therefore, in accordance with the mutual obligations stated herein and the benefits accorded to each of the parties, the AGENCY and the COLLEGE enter into this agreement upon the following terms and conditions:

I. OBJECTIVES:

The objectives of the Emergency Medical Services Education programs are as prescribed by the United States Department of Transportation, the North Carolina Medical Board, and the North Carolina Office of Emergency Medical Services.

II. COLLEGE RESPONSIBILITIES:

- A. The COLLEGE will select and accept students for instruction without discrimination because of race, creed, national origin, age, religion or sex.
- B. The COLLEGE will provide coordination and instructional support for the instructions and supervision of the eligible student’s field internship learning experience.
- C. The COLLEGE will utilize the college curriculum that meets both North Carolina state and United States Department of Transportation minimums for Emergency Medial Technician-Basic and Emergency Medical Technician-Intermediate.
- D. The COLLEGE will maintain permanent records and reports on the eligible student’s performance.
- E. The COLLEGE will maintain control of the educational programs through the delegation of responsibility and authority of the Dean of Continuing Education, Director of Emergency Services, and instructors employed by the COLLEGE.
- F. The COLLEGE will provide a schedule to the AGENCY prior to eligible students beginning the field internship rotation.
- G. The COLLEGE will provide Blood Borne Pathogen training to include Universal Precautions prior to eligible students beginning the field internship rotation.

- H.** The COLLEGE will provide the agency with proof that the eligible students have received or refused the Hepatitis B vaccination and proof of TB skin test within 6 (six) months of the beginning of the field rotation.
- I.** The COLLEGE will provide the AGENCY with proof of student malpractice, liability, and accident insurance prior to eligible students beginning the field internship rotation.
- J.** The COLLEGE will provide instructional support for Emergency Medical Technician and Emergency Medical Technician-Intermediate field rotation.
- K.** The College will provide the AGENCY a copy of the objectives to be obtained during the field rotation.
- L.** The COLLEGE will secure an Agreement signed by the participating student, and by the participant's parent(s) if under age eighteen, in a form acceptable to AGENCY, releasing and discharging AGENCY of liability related to the student's participation.

III. AGENCY RESPONSIBILITIES:

- A.** The AGENCY will accept eligible students for instruction without discrimination because of race, creed, national origin, age, religion, or sex.
- B.** The AGENCY will provide field instruction through the use of credentialed Emergency Medical Technician-Basic or Emergency Medical Technician-Intermediate or Emergency Medical Technician – Paramedic with a minimum of 2 (two) years experience at the level they are precepting.
- C.** The AGENCY will schedule students in a manner that will allow the student optimal field exposure.
- D.** The AGENCY will provide the student with adequate equipment and supplies for the field internship learning experience.
- E.** The AGENCY will provide department orientation for the student during the field rotation.
- F.** The AGENCY will provide the COLLEGE with a copy of the organization Precepting Guidelines.
- G.** The AGENCY will provide the COLLEGE information relating to student's progression and needs.
- H.** The AGENCY will maintain ultimate responsibility for patient care.

IV. TERMS OF THE AGREEMENT:

The agreement entered into by the COLLEGE and the AGENCY may be terminated without cause at any time, by either party, with the submission of notice of such intent in writing at least 30 (thirty) days prior to the desired termination date.

This agreement will be in effect from March 1, 2014 until March 1, 2015. The term of this agreement shall commence on the date as stated above and shall continue for a period of 1 (one) year. Thereafter, this agreement shall automatically renew for successive 1 (one) year terms unless terminated as state in Section IV.

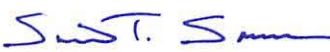
In witness whereof, Roanoke-Chowan Community College and Bertie County Emergency Services executed this agreement through duly authorized officers.

Roanoke-Chowan Community College

Bertie County Emergency Services



President



County Manager

5-29-14

Date

5-29-14

Date



Director of Emergency Service Training



Emergency Services Director

5-29-2014

Date

5-29-2014

Date



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: D-1d

SUBJECT: Lease with CADA of NC, Inc. – DRC Building

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

It is requested that the Board approve the terms herein regarding the amount of rent and cost of utilities for CADA of NC, Inc. as well as to authorize the County Manager and the County Attorney to move forward with the eviction of the current tenant.

The new lease will be modeled after the current tenants lease and is currently in development.

Scheduled occupancy for CADA of NC, Inc. – October 1, 2015

ATTACHMENTS: No

LEGAL REVIEW PENDING: Yes

ITEM HISTORY: At the Board's most recent meeting on July 20, 2015, the County Manager proposed a rental rate of \$590 per month, which is consistent with the previous tenant, plus \$600 per month for utilities. The County Attorney is preparing a lease document based on the Board's latest discussion.



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: D-1e

SUBJECT: Contract Amendment for Child Support Enforcement Services – YoungWilliams

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

It is requested that the Board approve the contract amendment for child support enforcement services as presented.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY:

- December 15, 2014 – County Attorney presented concerns to the Board regarding the proposed agreement
- December 12, 2014 – YoungWilliams requested that the agreement be executed

**SECOND AMENDED CONTRACT FOR
CHILD SUPPORT ENFORCEMENT SERVICES**

This Amendment is made and entered into this _____ day of _____, 2014, by and between YoungWilliams, P.C., a foreign corporation which is authorized to do business in the State of North Carolina, hereinafter referred to as “Contractor”, and Bertie County, North Carolina, hereinafter referred to as “the County”. This Amendment hereby modifies, as indicated, the Agreement between the parties dated June 2, 2014 and amended on August 18, 2014, hereinafter referred to as the “Contract”.

WITNESSETH:

WHEREAS the County and the Contractor have agreed to include the additional language as part of the Contract:

IRS Compliance

In accordance with IRS Publication 1075, section 4.7.1, the agency must maintain ownership and control over the security policies and system configuration (including cryptographic keys), for all hardware, software, and telecommunications equipment on which FTI resides or transverses, used by contractors. To meet this requirement, for the duration of contracts in which the use of FTI is involved, all contracting companies must allow counties full control of system security configurations on all workstations used by contractors in fulfillment of their obligations. Counties must ensure satisfactory security configurations in accordance with IRS Pub 1075, the North Carolina Statewide Information Security Manual, and Department of Health and Human Services’ Security Policies and Standards.

This amendment is made pursuant to the authority conferred upon the County pursuant to N.C. General Statute Section 110-141 and N.C. General Statute 153a-259.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.

THIS AMENDMENT, consisting of five pages and no attachment(s), is executed by the persons signing below who warrant that they have the authority to execute this Amendment under the original Contract.

IN WITNESS WHEREOF, the Contractor and County have executed this Amendment effective the _____ day of _____, 2014.

Bertie County, North Carolina

By:

Young Williams, P.C. d/b/a Child Support Services

By: Robert L. Wells, President
YoungWilliams, P.C.

Safeguarding Contract Language Exhibit 7

Publication 1075 (October 2014)

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the Contractor's responsible employees.
- (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (7) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of

unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(4) Granting a contractor access to FTI must be preceded by certifying that each Individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: D-2

SUBJECT: Review of Fair Housing Program adopted in December 2001

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval as listed in the following summary.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

An inquiry has been received regarding whether or not the County has any ongoing authority, relationship or involvement with the old hospital property which is now operating as senior apartments under Landmark Asset Services.

In reviewing the County Administration files from 2001 – 2002, we have identified federal CDBG grant documents which are included as an attachment to this email including:

- Project Ordinance for \$144,000 CDBG funds for hazardous material removal for Cashie Elderly Center
- CDBG “legally binding agreement” for Cashie Elderly Center
- Bertie County Fair Housing Policy, executed 12-3-01 which states that “Complaints may be filed with the County Manager”

The County Attorney and the County Manager are recommending that the policy include language allowing for the County Manager to designate appropriate staff for this program responsibility.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: No

ITEM HISTORY: See attachment.

**BERTIE COUNTY
GRANT PROJECT BUDGET ORDINANCE
CASHIE ELDERLY CENTER
CDBG HD-1 (01-C-0840)**

BE IT ORDAINED BY THE County Commissioners of Bertie County that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Budget Ordinance is hereby adopted:

Section I. The project authorized is the Cashie Elderly Center Project described in the work Statement contained in the Grant Agreement between Bertie County and the North Carolina Department of Commerce, Division of Community Assistance.

Section II. The officers of this unit are hereby directed to proceed with the grant project with the terms of the grant document(s), the rules and regulations of the North Carolina Department of Commerce, Division of Community Assistance (DCA).

Section III. The following revenues are anticipated to be available to complete this project:

Grant	<u>\$144,000</u>
Total	\$144,000

Section IV. The following amounts are appropriated for the project:

Hazardous Materials Removal	\$129,600
Administration	<u>14,400</u>
Total	\$144,000

Section V. The Finance Officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the Grant Agreement and Federal and State regulations.

Section VI. Funds will be requisitioned from the State after submission of invoices and other necessary documentation to the County. Compliance with all federal and state procurement regulations is required.

Section VII. The Finance Officer is hereby directed to report quarterly on the financial status of each project element in Section IV and on the total grant revenues received or claim.

Section VIII. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues associated with this grant project in every budget submission made to the Board of County Commissioners.

Section IX. Copies of this Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for direction in carrying out this project.

Adopted this 19th day of November 2001.

BERTIE COUNTY



Misty Jenkins, Clerk to the Board

**LEGALLY BINDING COMMITMENT (LBC)
CASHIE ELDERLY CENTER
CDBG HD-1 (01-C-0840)**

Community Development Block Grant Program Housing Development Agreement

This **AGREEMENT**, made and entered into this 11th day of MARCH, 2002, by and among **Bertie Memorial Limited Partnership**, a North Carolina limited partnership, and **Bertie County**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "County". This Agreement shall not become effective until all conditions placed upon the County's funding approval are satisfied, and funds are released by the North Carolina Department of Commerce, Division of Community Assistance (hereinafter referred to as "DCA").

WITNESSETH

WHEREAS, Bertie Memorial Limited Partnership has an option to purchase real property located at 401 Sterlingworth Drive, Windsor, NC 27983.

WHEREAS, Bertie County wishes to participate in the development of multifamily dwelling units on the property for lease to low and moderate income families and anticipates receiving from DCA a Community Development Block Grant ("CDBG") in the amount of **\$144,000** to be used in the development of such units on the property, and **\$129,600** of which grant the County will loan to **Bertie Memorial Limited Partnership** as a deferred payment loan, which shall not accrue interest and shall be repayable as depicted on Attachment A – repayment schedule and be secured by a Promissory Note and Deed of Trust on the property creating a junior lien; and

WHEREAS, DCA has conditioned its approval of the CDBG grant to **Bertie County** upon the ability of **Bertie Memorial Limited Partnership** to meet certain financial conditions which will enable **Bertie Memorial Limited Partnership** to develop 32 multifamily rental units on the property within the period hereinafter specified.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, the parties hereto do agree as follows:

ARTICLE ONE

Bertie Memorial Limited Partnership, agrees to execute its responsibilities identified in the County's approved Community Development Block Grant Application to DCA dated **September 21, 2001**, hereinafter referred to as the CDBG Application. The CDBG Application is incorporated by reference as if fully set forth herein, and constitutes a part of this Agreement. In executing its responsibilities identified in the CDBG Application, **Bertie Memorial Limited Partnership** agrees to comply with the labor standards laws and regulations set forth or referred to in 4 N.C. Admin. Code 19L.1006 procurement laws and regulations set forth or referred to in 4 N.C. Admin. Code 19L.0908; the labor standards laws and regulations set forth or referred to in 4 N.C. Admin. Code 19L.1006; and the lead-based paint Laws and regulations set forth or referred to in 4 N.C. Admin Code 19L.1011.

ARTICLE TWO

Bertie County agrees to execute its responsibilities identified in its CDBG Application to DCA dated **March 30, 2001**, and within the times set forth therein.

ARTICLE THREE

Bertie County agrees to lend to **Bertie Memorial Limited Partnership** **\$129,600** from the CDBG grant at an interest rate of zero percent (0%) (the "Loan"). **Bertie Memorial Limited Partnership** will repay the loan (as specified under Attachment "A"). The loan shall be secured by a Promissory Note and Deed of Trust on the property in the principal amount of **\$129,600**, which Deed of Trust shall create a junior lien on the property.

ARTICLE FOUR

1. Each party shall keep and maintain books, records and other documents relating to the receipt and disbursement of grant funds and the fulfillment of this Agreement.
2. Each party agrees that any authorized representative of the County, DCA, the United States Department of Housing and Urban Development, and the Comptroller General of the United States shall, at reasonable times, have access to, and the right to inspect, copy, examine and audit all of the books, records and other documents relating to the CDBG Grant and the fulfillment of this Agreement for a period of three (3) years following completion of all closeout procedures respecting the CDBG Grant and the final settlement and conclusion of all issues arising out of the Community Development Project.
3. Notwithstanding anything herein to the contrary, the parties hereto acknowledge the due execution of a CDBG Agreement between **Bertie County** and DCA. The CDBG Agreement is incorporated by reference as though fully set forth herein, and constitutes a part of this agreement. The parties to this Agreement agree that any conflict between provisions, requirements, duties, or obligations of this Agreement and the CDBG Agreement shall be resolved in favor of the CDBG Agreement.
4. Upon completion of the obligations of each party under this Agreement, and the receipt of a Certificate of Completion from DCA, the County shall notify **Bertie Memorial Limited Partnership** in writing that all requirements have been fulfilled, thereby releasing **Bertie Memorial Limited Partnership** from its development and CDBG obligations herein set forth. Upon repayment by **Bertie Memorial Limited Partnership** of the **\$129,600** loan provided by **Bertie County**, the County agrees to return to **Bertie Memorial Limited Partnership**, for itself or for successor organizations to either, the Promissory Note and the Deed of Trust, both marked "paid and satisfied in full" or the County will in some other appropriate manner cancel the recorded Deed of Trust securing the **\$129,600** debt.
5. This Agreement constitutes a legally enforceable contract, and shall be governed by and construed in accordance with the laws of the State of North Carolina.

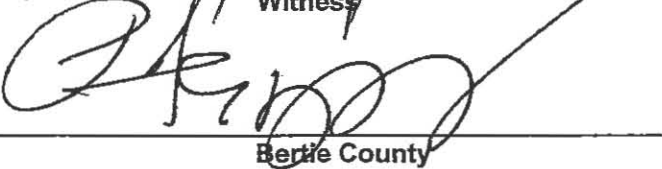
Bertie Memorial Limited Partnership
By: **Landmark Asset Services, Inc., General Partner**

By: 
Jim Sari, Vice President

3-7-02
Date


Candice
Witness

3-7-02
Date


Bertie County

3-11-02
Date

Witness

Date

LEGALLY BINDING COMMITMENT (LBC)
CASHIE ELDERLY CENTER
CDBG HD-1 (01-C-0840)

Repayment Criteria

1. Repayment Period:

50 YRS W/32 YR DEFERRAL

2. Terms:

\$129,600 / 0% / 50 yrs, 32 yr deferral
18 EQUAL PAYMENTS YRS 33-50.

3. Conditions:

IX. RECIPIENT'S PLAN TO FURTHER FAIR HOUSING

Bertie County
Grantee

PO Box 530, Windsor, NC 27983
Grantee's Address

County Manager (252) 794-5300
Contact Person Telephone Number

- A. Indicate if the grantee will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time X (No Active grant) Past Activities _____

- B. Identify and analyze obstacles to affirmatively furthering fair housing in grantee's community.

Bertie County began participation in the CDBG program with the funding of a 2001 CDBG application. Upon cursory investigation by the Program Administrator, the primary obstacle to furthering fair housing in the County had been the lack of knowledge and awareness by Bertie County citizens of Title VIII information.

- C. Briefly describe the activities that the grantee will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule for implementation of these activities must be included. Activities must be scheduled for implementation at least on a quarterly basis.

The County proposes to undertake steps to provide information to Bertie County residents on Title VIII requirements. The proposed steps are distribution of Title VIII information pamphlets, counseling services, and public announcement information.

1. First Quarter - 1-02 : Fair Housing pamphlets will be made available to the public in the County Office.
2. Second Quarter - 4-02 : General Fair Housing information will be published in the local paper.
3. Third Quarter - 7-02 : The Fair Housing complaint procedure will be published in the local paper.
4. Fourth Quarter - 10-02 : Fair Housing pamphlets will be supplied to local Realtors.
5. Fifth Quarter - 1-03 : Fair Housing pamphlets will be checked and restocked in the County Office.

- 6. Sixth Quarter - 4-03 : Fair Housing pamphlets will be provided to local churches.
- 7. Seventh Quarter - 7-03 : Fair Housing pamphlets will be provided to local lenders.
- 8. Eighth Quarter - 10-03 : Contact the NC Human Relations Commission for Fair Housing information.
- 9. Ninth Quarter - 1-04 : Fair Housing information will be provided to local civic clubs.
- 10. Tenth Quarter - 4-04 : Fair Housing pamphlets will be restocked in the County Office.

A TDD Number will be provided on all public information.

D. Will the above activities apply to the total municipality or county?

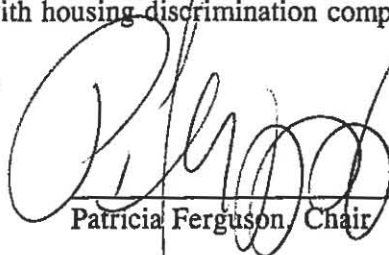
Yes X No If no, provide explanation.

E. Describe grantee's method for receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the grantee informs the public about the complaint procedures.

Bertie County has adopted the following procedures for receiving and resolving housing discrimination complaints:

1. Any person or persons wishing to file a complaint of housing discrimination in Bertie County may do so by informing the County Manager of the facts and circumstances of the alleged discriminatory act or practice;
2. Upon receiving a housing discrimination complaint, the County Manager shall acknowledge the complaint within 10 calendar days in writing and inform the North Carolina Human Relations Commission about the complaint. The County Manager shall then assist the Commission and the complainant in filing an official written housing discrimination complaint with the Commission, pursuant to the State Fair Housing Act and Title VIII;
3. The County Manager shall offer assistance to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based upon events occurring in Bertie County.
4. The County Manager shall publicize in the local paper who is the local official to contact with housing discrimination complaints.

F. Approved Signature



 Patricia Ferguson, Chair

12/3/01
 Date

**BERTIE COUNTY
FAIR HOUSING POLICY**

Fair Housing law prohibits discrimination in most housing on the basis of race, religion, sex, familial status, handicap or national origin. Bertie County supports this law pursuant to participation in the CDBG program.

It is unlawful in the sale, rental or lease of real property to:

- Refuse to negotiate, receive/transmit a bonafide offer, or engage in a transaction
- Make unavailable or deny housing in any way
- Misrepresent availability or limit inspections
- Advertise or offer the property with an indication or understanding of future discrimination
- Promote panic selling concerning protected class neighborhood composition changes, lowering of property values, criminal/antisocial behavior or quality of schools
- Use an application which indicates intent of discrimination against protected class persons
- Discriminate in membership of real estate transaction related organization

Fair Housing Law does not apply to:

- Rental of accommodations in a building which contains housing for fewer than five families living independently if the person who is leasing the building or a member of his family resides in one of the units
- Rental of a room in a house by an individual if he or a member of his family resides therein
- Religious, charitable or educational institutions or organizations which give preference to members of the same religion, as long as membership in such religion is not restricted by race, color, sex or national origin
- Private clubs which may provide lodging to their members or give preference to their members if they are not open to the public
- Single-sex dormitories with respect to discrimination based on sex
- A person who adopts and carried out a plan to eliminate present effects of past discrimination or to assure equal opportunity in real estate transactions as part of a conciliation agreement under state or federal law

Complaints may be filed with the County Manager. Any written complaint will be responded to within 10 calendar days. Any unresolved complaints will be forwarded to the N.C. Human Relations Commission. Access to this Policy for the hearing impaired may be obtained through TDD# 1-800-735-2962.



Bertie County

Board of Commissioners

MEETING DATE: August 3, 2015

AGENDA ITEM: D-3

SUBJECT: Draft Agenda for August 5, 2015 Planning Session

COUNTY MANAGER RECOMMENDATION OR COMMENTS: N/A

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):
FYI; no action needed.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: N/A

**BERTIE COUNTY BOARD OF COMMISSIONERS
2015 PLANNING SESSION # 2
ROANOKE CASHIE RIVER CENTER
AUGUST 5, 2015**

WEDNESDAY, AUGUST 5TH

7:45AM	Breakfast (biscuits, coffee, juice)
8:00AM	1. Board Appointments <ul style="list-style-type: none"> • Discuss mandated versus voluntary and advisory boards and review all advisory boards, membership, consistency with goals established by the governing body • Funding based on rating scale, 501c3 status (does it matter) measuring outcomes
9:00AM	2. Review BoC meeting schedule for 2015-2016 (see attachment) and consider dates for reports to the Commissioners from existing agencies receiving funding (see attachment).
10:30AM	BREAK (snacks available)
10:45AM	3. Review & consider recent funding requests from three non-profit agencies: <ul style="list-style-type: none"> a) Visions for View b) Jen-esis Global Foundation for the Survival of Children c) Esquires for Education, Inc.
12:00PM	4. Community Recreation (update on staff & YMCA activities) <ul style="list-style-type: none"> • Colerain—have met with Town Commissioners, survey under way in all areas • Aulander—Oscar Jones is local liaison • Lewiston-Woodville—Vivian Saunders is coordinator
12:30PM	5. Working Lunch – Hammerhead’s <ul style="list-style-type: none"> • OPEB review and understanding of unfunded liabilities • Review current retiree health insurance criteria and possible changes • Discuss health insurance options for next year—including possible participation in the State’s BCBS plan • School performance and State Report card comparisons
1:30PM	6. Update on Marketing strategies and evaluation of economic development program
2:00PM	BREAK
2:15PM	7. Discuss August 15 kick off for the Department of Public Safety’s community engagement initiative for job creation, prison staffing, youth programing, CADET program and domestic violence training led by Governor’s office - M. Werner
2:45PM	8. Grant opportunities—Emily Miller’s support and participation especially as it relates to Recreation and Economic Development

3:30PM	9. Pending projects and current activity: <ul style="list-style-type: none">• Regional Jail renovations• Sheriff and Communications relocation• Courthouse exterior• County Admin building ventilation• Emergency generators for shelter locations• Basketball court• Water Department projects• Grant application—Chowan River public access (Eden House point)
4:30PM	10. Administrative Items: <ul style="list-style-type: none">• Commissioner travel—credit card available for reservations and travel• Finance—accepting debit and credit cards versus ATM machine installation at County Admin building• Scheduling performance evaluation for County Manager
5:00PM	11. Other Items As Necessary

DRAFT