The Beaufort County Board of Commissioner met in regular session Monday, May 2, 2022, at 5:30 PM, in the Commissioners Boardroom located at 136 W. 2nd Street in Washington, NC with the following present:

Commissioners Present
Chairman Frankie Waters
Commissioner Ed Booth
Commissioner Stan Deatherage
Commissioner John Rebholz
Commissioner Hood Richardson
Commissioner Randy Walker

Commissioner Absent
Vice-Chairman Jerry Langley

Staff Present
Brian Alligood, County Manager
David Francisco, County Attorney
Katie Mosher, Clerk to the Board
Anita Radcliffe, Chief Finance Officer

Chairman Waters welcomed everyone and called the meeting to order.

Commissioner Rebholz offered the invocation and Commissioner Walker led the Pledge of Allegiance.

Chairman Waters then asked for the audience to silence their cell phones.

Conflict of Interest Statement

Chairman Waters said I skipped over the Conflict of interest, does any Commissioner have a conflict with any of the agenda items tonight.

No one spoke.

Approval of Agenda

Commissioner Walker asked that an agenda item be added regarding notifying the Commissioner when an incident occurs like what happened in the jail Friday night. He said just add that, I don't think it has to be closed session. He said part of my question got answered earlier today by an email from the County Manager, but I still have another question.

Mr. Alligood said in accordance with the Boards policy if you're going to add an agenda item to the meeting it has to be considered an emergency item and it has to be a super majority of the Board to approve that.

Commissioner Richardson said it is an emergency item.

Motion: Commissioner Walker motioned to approve adding a discussion about notification of the Board of Commissioners when an incident happens relating to County Departments. Commissioner Deatherage seconded. The Vote was unanimous.

Chairman Waters said we'll put it at the end since it's being added.

Motion: Commissioner Booth motioned to approve the amended agenda. Commissioner Walker seconded. The vote was unanimous.

Public Comments

No one asked or signed up to speak.

Legislative Updates for Elected Officials

No elected officials were present this evening.

Reducing Drug Use in our Society and Sentencing Practices

Commissioner Richardson said I put this, I wanted this on the agenda because we are awash in drugs in North Carolina and throughout the United States. He said I'm seeing more and more families that are affected. He said I doubt there's a single family in Beaufort County that has not been affected by the use of illegal drugs. He said whether it's prescription drugs or whether it's the illegal ones. He said some of the conversations I've had with some of the people in the judicial system goes like this, until you make the sentence harsh enough so it's not worth doing the crime you'll continue to have what you have today so with that in mind the County Manager invited the district attorney to come before us and tell us, basically, how the sentencing system works and give us his thoughts or advice. He said with that, I think we're probably ready for the district attorney.

Mr. Seth Edwards said I'll try to be as brief as possible, don't plan to be long, and will do my best to answer any questions that you have but I wanted to give a very brief overview about our sentencing structure in North Carolina. He said prior to 1994 we were under what was called the Fair Sentencing Act. He said all that changed in 1994. He said now we have what's called structured sentencing which is similar to federal sentencing where we have a grid that we use. He said so prior to 1994 you would hear when people received long prison sentences the judge may say 20 years, but they'd be out in two so when structured sentencing came along in 1994 one of the main things they wanted to do was to include what they call truth in sentencing so when the judge says "X" number of months the judge means "X" number of months and that person will serve "X" number of months. He said normally what we have is a minimum and a maximum sentence and it may be a traditional sentence for a Class H felony, a minimum is 6 months and a maximum is of 17 months so if that person goes to prison for that offense they start serving a 17 month sentence but they can, with good time, and gain time and good behavior they can knock time off of that but the law says they have to serve a minimum of 6 months. He said we know there is truth in that so if they say a minimum of six months it's going to be a minimum of six months. He said I think I emailed you a grid, or a chart that the judge has to use now when he or she sentences a person, whether it be probation or whether it be an active sentence.

Drug Trafficking Sentencing (G.S. 90-95(h))

Drug trafficking is not sentenced using the regular Structured Sentencing grid. Instead, a person convicted of drug trafficking must be sentenced as set out below, including the mandatory fine, regardless of his or her prior criminal record.

Offense Class and Minimum Fines for Drug Trafficking

Drug	Amount	Class	Fine (not less than)
Marijuana	In excess of 10 lbs.–49 lbs.	H	$ 5,000
	50–1,999 lbs.	G	$ 25,000
	2,000–9,999	F	$ 50,000
	10,000 or more	D	$200,000
Methaqualone	1,000–4,999 dosage units	G	$ 25,000
	5,000–9,999	F	$ 50,000
	10,000 or more	D	$200,000
Cocaine	28–199 grams	G	$ 50,000
	200–399	F	$100,000
	400 or more	D	$250,000
Methamphetamine	28–199 grams	F	$ 50,000
	200–399	E	$100,000
	400 or more	C	$250,000
Amphetamine	28–199 grams	H	$ 5,000
	200–399	G	$ 25,000
	400 or more	E	$100,000
	4–13 grams	F	$ 50,000

Opium, Opiate, Opioid, or Heroin*	14–27	E	$100,000
	28 or more	C	$500,000
LSD	100–499 units	G	$ 25,000
	500–999	F	$ 50,000
	1,000 or more	D	$200,000
MDA/MDMA	100–499 units/28–199 grams	G	$ 25,000
	500–999 units/200–399 grams	F	$ 50,000
	1,000 units/400 grams or more	D	$250,000
Substituted Cathinones*	28–199 grams	F	$ 50,000
	200–399	E	$100,000
	400 or more	C	$250,000
Synthetic Cannabinoids	In excess of 50–249 dosage units**	H	$ 5,000
	250–1,249	G	$ 25,000
	1,250–3,749	F	$ 50,000
	3,750 or more	D	$200,000

* Effective December 1, 2018. S.L. 2018-44.

**A "dosage unit" is 3 grams of synthetic cannabinoid or any mixture containing such substance.

Minimum-Maximum Sentences for Drug Trafficking Crimes, by Offense Class

	Offense Committed On/After 12/1/2012		Offense Committed Before 12/1/2012	
Class	Minimum	Maximum	Minimum	Maximum
Class C	225 mos.	282	225 mos.	279
Class D	175	222	175	219
Class E	90	120	90	117
Class F	70	93	70	84
Class G	35	51	35	42
Class H	25	39	25	30

He said this chart has been amended a number of times by the legislature but each time it's been amended it didn't increase the punishment, it reduced the punishment. He said in 2011 the legislature passed what's called the Justice Reinvestment Act and it did a number of things in regard to how we sentence habitual felons, it reduced that. He said instead of a person on this chart in the old days, a class I felony may be possession of cocaine or forgery, which is the lowest level of a felony. He said in the old days if you had three or more previous felony convictions that didn't overlap you're called a habitual felon. He said in California they call it Three-Strikes but ours we call a habitual felon and so up to 2011 if a person is convicted of any felony, even if it's a Class I felony for possession of cocaine and they're a habitual felon it automatically went up to a Class C felony, which is serious prison time. He said in 2011 that was changed to if a Class I felon is treated as a habitual felon it only goes up four levels. He said so instead of going up to a C it would go up to a Class E and I think part of the rationale behind that is someone is forging a check or is a drug addict and is possessing cocaine and then, low and behold, they're serving 12 to 15 years and so the legislature felt that was a bit much. He said the other issue with a habitual felon is really, that is a discretion of the DA, it's not an automatic designation so you really have about three groups of prosecutors in North Carolina. He said about a third of them use habitual felons every time they can. He said about a third never use habitual felons and then you have a third that do it on a case-by-case basis depending on all the facts and circumstances and I don't mind telling you I fall in that third group. He said it's not automatic but in appropriate situations we certainly use that. He said I will say, as it relates specifically to drugs, which is the subject of the conversation today, drug trafficking is not under structured sentencing, nor DUI's so every offense in North Carolina is under structured sentencing since 1994, under one of these grids, there's a misdemeanor grid under the felony, except for drug trafficking and DWI's. He said they have their own sentencing laws. He said drug trafficking relates specifically to the weight of the drugs that were found in the possession of the suspect. He said we all, just in layman's terms, will call a drug dealer a trafficker but just by selling, that doesn't make them traffickers. He said it's based on the amount. He said if they are convicted of trafficking, based on the drug trafficking grid, there are mandatory drug trafficking terms. He said there's no probation for drug trafficking. He said for example if a person is convicted of 28 or more grams of cocaine, and trafficking can be by possession. He said they don't have to be the one selling it, they can be driving it through town, that's transportation so if they have 28 grams of cocaine, for example, that is considered a Class G felony and the punishment for that is a minimum of 25 months and a maximum of 51 months so that is active time, no probation. He said there's something in North Carolina, and I think every state has a version of this and it's called substantial assistance. He said that's what a drug dealer or a drug addict is found in possession of some form of drug, and they provide assistance to law enforcement and our law enforcement officials rely heavily on the assistance they receive. He said so sometimes that is,

sometimes their paid, they're flat out paid to do the work and sometimes they work off something with their sentence. He said the one thing I would say to all of you is the trend in North Carolina is certainly not to build more prisons. He said I looked today and since the late 90's the state has closed 60 prisons in North Carolina and what we are taught when we go to conferences is it's a cost measure. He said similar to what you do when you're looking at the costs of how much it costs to keep someone in the Beaufort County jail each day versus how much does it cost to put them on electronic monitoring. He said you find it's a savings to have them on electronic monitoring. He said I saw some statistics today where in North Carolina the average cost to incarcerate a person in prison for a year is over $35,000 and the average cost to have someone on probation for two years is under $2,000 so that's why the legislature is annually trying to find ways to have less people in prison. He said one other thing that I'll say and at any time I'm open to questions that you may have, this chart that I sent you, the felony chart, there's really, down the left side you have to determine what the offense class is.

***** Effective for Offenses Committed on or after 10/1/13 *****

FELONY PUNISHMENT CHART

PRIOR RECORD LEVEL

OFFENSE CLASS	I 0-1 Pt	II 2-5 Pts	III 6-9 Pts	IV 10-13 Pts	V 14-17 Pts	VI 18+ Pts
A	Death or Life Without Parole Defendant Under 18 at Time of Offense: Life With or Without Parole					
B1	A *240 - 300* **192 - 240** *144 - 192*	A *276 - 345* **221 - 276** *166 - 221*	A *317 -397* **254 - 317** *190 - 254*	A *365 - 456* **292 - 365** *219 - 292*	A *Life Without Parole* **336 - 420** *252 - 336*	A *Life Without Parole* **386 - 483** *290 - 386*
B2	A *157 - 196* **125 - 157** *94 - 125*	A *180 - 225* **144 - 180** *108 - 144*	A *207 - 258* **165 - 207** *124 - 165*	A *238 - 297* **190 - 238** *143 - 190*	A *273 - 342* **219 - 273** *164 - 219*	A *314 - 393* **251 - 314** *189 - 251*
C	A *73 - 92* **58 - 73** *44 - 58*	A *83 - 104* **67 - 83** *50 - 67*	A *96 - 120* **77 - 96** *58 - 77*	A *110 - 138* **88 - 110** *66 - 88*	A *127 - 159* **101 - 127** *76 - 101*	A *146 - 182* **117 - 146** *87 - 117*
D	A *64 - 80* **51 - 64** *38 - 51*	A *73 - 92* **59 - 73** *44 - 59*	A *84 - 105* **67 - 84** *51 - 67*	A *97 - 121* **78 - 97** *58 - 78*	A *111 - 139* **89 - 111** *67 - 89*	A *128 - 160* **103 - 128** *77 - 103*
E	I/A *25 - 31* **20 - 25** *15 - 20*	I/A *29 - 36* **23 - 29** *17 - 23*	A *33 - 41* **26 - 33** *20 - 26*	A *38 - 48* **30 - 38** *23 - 30*	A *44 - 55* **35 - 44** *26 - 35*	A *50 - 63* **40 - 50** *30 - 40*
F	I/A *16 - 20* **13 - 16** *10 - 13*	I/A *19 - 23* **15 - 19** *11 - 15*	I/A *21 - 27* **17 - 21** *13 - 17*	A *25 - 31* **20 - 25** *15 - 20*	A *28 - 36* **23 - 28** *17 - 23*	A *33 - 41* **26 - 33** *20 - 26*
G	I/A *13 - 16* **10 - 13** *8 - 10*	I/A *14 - 18* **12 - 14** *9 - 12*	I/A *17 - 21* **13 - 17** *10 - 13*	I/A *19 - 24* **15 - 19** *11 - 15*	A *22 - 27* **17 - 22** *13 - 17*	A *25 - 31* **20 - 25** *15 - 20*
H	C/I/A *6 - 8* **5 - 6** *4 - 5*	I/A *8 - 10* **6 - 8** *4 - 6*	I/A *10 - 12* **8 - 10** *6 - 8*	I/A *11 - 14* **9 - 11** *7 - 9*	I/A *15 - 19* **12 - 15** *9 - 12*	A *20 - 25* **16 - 20** *12 - 16*
I	C *6 - 8* **4 - 6** *3 - 4*	C/I *6 - 8* **4 - 6** *3 - 4*	I *6 - 8* **5 - 6** *4 - 5*	I/A *8 - 10* **6 - 8** *4 - 6*	I/A *9 - 11* **7 - 9** *5 - 7*	I/A *10 - 12* **8 - 10** *6 - 8*

DISPOSITION
Aggravated Range
PRESUMPTIVE RANGE
Mitigated Range

A – Active Punishment I – Intermediate Punishment C – Community Punishment
Numbers shown are in months and represent the range of minimum sentences

Revised: 09-09-13

He said Class A being first degree murder, Class I being the lowest felony in North Carolina. He said the second part of the equation is what is their prior record level. He said for prior convictions they are assigned a certain number of points so the worst your record is the further to the right you move on this chart and the numbers get higher. He said the overwhelming majority of convicted felons in North Carolina are, over many years, fall into the H and I felony box so the bottom two felonies are the majority of convicted felons that we have in our state and over 50% of them are in prior record level 1 or 2. He said in other words, when you look at the bottom left corner of this chart those numbers are not very big

as far as terms of months so most of the people that are convicted of those offenses are not going to prison and even if they do go to prison it's not for very long. He said it's been my experience that every so often a kingpin comes into the court system and if they are truly a kingpin the federal authorities are involved and if it is truly a kingpin that's moving big weight then they are getting convicted of trafficking, they are getting active sentences, they are not getting out on probation. He said most of the drug dealers that we see day in, and day out are selling to support their own habit. He said there's very few that are sitting over in the corner and just dealing out drugs and not doing it themselves. He said I tried a second-degree murder last year; it was an overdose case where two young people died. He said they thought they were snorting cocaine, but it was heroine with fentanyl, and it killed them immediately. He said the drug dealer in that case was one of those. He said all the evidence was he'd come down from Charlotte on the weekends, he'd sit over in the corner and sell all night long. He said he never did the heroine, he never did the cocaine, he might drink a little bit but that was it, so it was his business, but those type cases are fairly rare. He said that's been my experience. He said it's more the dealers are selling to support their own habit. He said I can think of one right now who's case is pending so I'm not going to call his name but he's one that's exactly why I'm here today. He said he has sold drugs for the last 25 years. He said he'll do a short prison sentence; he'll get out and he keeps selling. He said we catch him again and it happens all over again so now this particular person, we finally got him for habitual felon and one way or another if everything goes as it should he's going to be gone for a while. He said it is a very difficult problem we face, and I think it's very appropriate and you're asking the right questions. He said I will say, I often say this in jest but if I knew the answer to this I wouldn't be the district attorney I'd be the president. He said it's that big of a dilemma and there's certainly things we can improve on but it's a tough question, especially now there's a national trend pulling more towards the treatment side of this, as opposed to the so-called War on Drugs.

Commissioner Deatherage said are you seeing any additional fentanyl coming into the County.

Mr. Edwards said yes.

Commissioner Deatherage said what percent are you seeing it in terms of relative percentage over, say, a year ago.

Mr. Edwards said I have seen it, it has increased, I can't give you the math, but it has increased quite a bit throughout the pandemic. He said why that is, I don't really know but we're seeing it more and more and this trial I referenced in Hyde County, I had the toxicologist from the North Carolina Examiners office testify and what he said is now a days what you call heroine, he looked at me and said it's not your father's heroine. He said he looked at me and those were his exact words on the stand. He said then he said now a days it's all fentanyl, they call it heroine, but it has nothing to do with the poppy plant that comes from South America. He said it is strictly being marketed as heroine, but it is 100% fentanyl, which we all know is 100 times more addictive than morphine and so it's just a very dangerous thing. He said the other thing this toxicologist said was that he's seeing more and more of people who get out of prison that were drug addicts, maybe they were selling but they get out and the day they get out they go back to using these same drugs and because they've been in prison they have no tolerance. He said so they're using the same amount as before they went in and they're dying that very day. He said we had someone last week in superior court, we had a gentleman that pled guilty, received probation and supposedly that day he got out and with his girlfriend he overdosed. He said he had been in jail for a couple of months, his tolerance was down, and it almost killed him and we're seeing that a lot.

Commissioner Deatherage said so just to summarize, you're seeing more fentanyl but you're also seeing the total masking of the heroine epidemic, which was terrible, being replaced by fentanyl but still cloaked as heroine.

Mr. Edwards said yes.

Commissioner Deatherage said in other words the fentanyl is maybe overwhelming as it's replaced heroine.

Mr. Edwards said it is and the toxicology, the sad thing about it is the drug user that's buying it knows that it's fentanyl. He said they're not even fooled by the fact that they think it's heroine. He said back in the 70's heroine might have been 15% pure and then over the years the purity of that drug kept increasing and now they just, the drug dealer, and the fentanyl is supposedly coming from China, manufactured through Mexico and then into the United States and it's just tearing us up.

Commissioner Deatherage said thank you, you answered my third question.

Mr. Edwards said I will say something I'm shocked by. He said I was surprised to see this statistic for fiscal year 20/21, the top felony conviction in North Carolina was possession of methamphetamine. He said second was possession of firearm by a felon, breaking and entering, obtaining property by false pretense and felony by larceny. He said all of those, except the firearm by a felon are all drug related. He said you think about the people who break into homes and steal stuff, they'll take it to the pawn shop and represent they own it, but they don't, that's obtaining property by false pretense. He said all of that is substance abuse related. He said then you have firearms by a felon are usually the drug dealers carrying the firearms. He said the federal authority, if they get that kind of case in a project safe neighborhood, when there's convicted felons with guns sometimes they come in and take those cases because they can really hammer them.

Commissioner Richardson said all of the things that you have said today just reinforce my thinking on this. He said that is we have a system that is permissive towards drugs and it's becoming more permissive simply because the taxpayers, well the politicians think the taxpayers don't want to build more prisons. He said I would like for us to move, this Board and all the help we can get, towards taking a look at the sentencing structures for drugs, focusing on anybody who exchanges drugs for money. He said I'm not talking about the daily user; I have some sympathy for the user but not much. He said folks who are exchanging money for drugs. He said it doesn't matter about the quantity and that they get a harsh, hard sentence and we approach, part of this is that we lobby the legislature and build another prison and they go up for a long enough time that it's not worth the time. He said the judges that I've talked to all say the same thing as soon as the penalty gets harsh enough they won't be selling drugs because they know they're out of circulation if they get caught. He said we have a permissive system. He said the cannabis thing is nothing in the world but a big lie on the public that this stuff doesn't hurt you. He said I haven't seen a doctor yet that doesn't say the same thing and that is that this stuff is just as addictive as anything else, that after a while it becomes addictive and is a steppingstone drug into more harsh drugs, so I have no sympathy for that. He said the medical use of this stuff, you can get the medicine instead of buying the drug, it's just an excuse. He said now we have companies that have gone into the business of growing and selling this stuff, sponsored by some very big political figures in Washington, D.C. He said the former Speaker of the House is the chief lobbyist for this stuff so I would like for this Board to consider, if not tonight at the next meeting, putting together a committee to lobby the legislature for a harsh and firm sentence for the exchange of money for drugs. He said I'm not talking about quantities, I don't care how much, if you do any and that we also lobby the legislature for building more prisons to hold these people until we get through this thing. He said if you look at the history of China, if you look at the history of some of the Indonesian countries in that particular area of Asia you will find that in the past they have had such tremendous problems with drugs that have wrecked their society, in those countries you get the death penalty for possession. He said not sale, possession, and that's why on the TV you sometimes, every once in a while somebody tried to cross into a country with drugs. He said well they were pretty dumb because the country you're crossing into puts you in prison for a long time or kill you for even having drugs and the families that have been ruined by drugs and because of drugs, we are paying a very high penalty for this. He said I have a problem with focusing on the user. He said you can never win the battle of helping the user, you just can't win it because you're not saying stop sing it you're saying we're going to help you. He said go ahead and do what you can to help them but until you stop the sale we're not going to go anywhere. He said so I would like the Board to lobby the legislature for a harsh sentence for the exchange of money for drugs. He said that would cover anything you want to cover, whether their legal or illegal, whatever, let that be a hard sentence, you're not going to get out of it and the other thing is we keep hearing about the jails and the legislature trying to save us money. He said they're pouring money down a lot of ratholes. He said we need to put the money into helping society and the people who are suffering with this stuff and that is get in to building more prisons in order to hold these people. He said yes you're going to have a peak but after about ten years you're going to start seeing that under control but it's going to take that long to get control of this. He said it's not a slap on the wrist, it's not a "don't do that" and we have people who come in front of us all the time with bleeding hearts for helping drug users. He said I'm not sympathetic that way. He said the people I want to see us help are the dealer's exchanging money for drugs. He said it's as simple as that. He said do I hear anybody interested in going that same direction.

Chairman Waters said we're going to be in Raleigh, what is it, May the 14th for County Assembly day so that's when we'll have the opportunity to do some lobbying. He said Mr. Edwards, in some states I'm hearing now that a 14-year-old can go online, can order and have it delivered by Amazon or Fed-Ex or something like that. He said have we seen anything happen like that.

Mr. Edwards said I've not seen anything like that in this location but I'm confident that it can be done. He said especially ordering certain products that are legal in some states and illegal here. He said some folks go to states where it's legal and bring it back even though it's illegal here in North Carolina.

Commissioner Richardson said let me make another comment on what I was saying. He said the reason that I want a committee, going and lobbying is fine but #1, we'll have some permanency, #2 we need to be reaching out to other counties, cities, and organizations to support us in this effort because right now the drug lobby is a lot better organized than we are. He said so if you don't want to talk about this tonight it will go back on the agenda at the next meeting for the formation of a committee.

Commissioner Rebholz said let's just put it on the agenda for the next meeting.

Chairman Waters said here again we have the District 1 & 2 meeting on Thursday of this week in Edenton which is made up of 15 counties. He said anyone else have a question.

Commissioner Booth said this is not directed at Mr. Edwards, he's doing a good job but the thing you've got to look at, and right now we're talking about fentanyl, but look at, what you've got to look at is people need treatment. He said another thing about it is fentanyl is not as bad as those pills that people are using, opioids and stuff like that. He said that was one of our legislative goals and now we're going to get a nice check coming in here sometime this year because of these same things. He said he told you it's a very small percentage of drug dealers that are not users. He said they're selling it to support their use. He said Mr. Big is sitting somewhere else so we wouldn't be doing much good in Beaufort County until we get Mr. Big. He said because the guy that's selling is going to continue to sell because he's using and that's what the DA just said, he's using, he's selling it to support his own habit, is that correct.

Mr. Edwards said that's correct.

Commissioner Rebholz said I just want to put it on the agenda for the next meeting.

Commissioner Deatherage said I'd just like to follow up. He said your commentary tonight has been very illucid today and I think from listening to our District Attorney we've closed 60 prisons. He said we should reopen some of the prisons, that would be good and I'd like to see us advocate, which I think us Commissioners should do in all cases where it costs us a lot and this costs us a lot, as we advocate for very severe penalties for selling fentanyl and I will tell you when it comes to saving money and spending less money, if you were to close the southern border rather than keeping it wide open and quit babysitting the people that you want to come into America by the millions and let those border patrol agents do their jobs we'd be better off. He said then build the wall. He said you want to save money, build the wall. He said we spent more money housing the illegals when they were being brought in, as a political measure, in the early days of the Biden/Harris administration. He said we spent more money housing these illegals than building a wall, which all of a sudden became expensive to democrats. He said I don't understand that but if you want a government to run efficiently do what's right, close the southern border for a variety of reasons, not least of which, tonight we speak of fentanyl and thank you for telling us it's coming up though Mexico. He said I appreciate your honesty.

Commissioner Richardson said if we're having a district meeting, which we have once a year, coming up in the next few days I think we should make a presentation at that meeting that we are starting this initiative and we're going to need your help. He said I don't distinguish between drugs and a lot of people do and I think that takes us off into the weeds and if you're dealing illegal substances that's defined under the narcotics law I don't care what it is you get the same sentence. He said that will do a lot because we're all sitting around saying what he did wasn't as bad as what he did. He said I don't care, it's all the same thing, it's addictive so what's the difference.

Items for Consent

1. Budget Amendment, Health Dept
2. LPN Salary Offer, Health Department
3. JCPC Local Match for FY 22/23
4. JCPC Certification Standards
5. Tax Office Refunds Over $100
6. Surplus, Sheriff's Office
7. Memorial Day Celebration Fireworks Display, Bath, NC
8. Budget Amendment, LIEP Supplement
9. Petition to Abandon Road
10. DSS Board Reappointment

11. Minutes Approval

Commissioner Richardson said I'd like to discuss the Health Department nursing thing in the jail.

Chairman Waters said what number is that #2, is that it.

Commissioner Richardson said yeah, that's it.

Motion: Commissioner Booth motioned to approve the consent agenda. Commissioner Walker seconded. The vote was unanimous.

See Addendum 1

3-Year Striker Stretcher Maintenance Contract

Mr. Chris Newkirk said I'm before you tonight to seek your approval on a three-year Striker stretcher maintenance contract so this is a traditional PM and repair contract that we have for our stretchers and as I'm sure you've all seen our stretchers are very mechanical today. He said they've come a long way from the lever mechanism where you pull them up. He said these are all manual operated, push buttons, very expensive. He said to put this in perspective a single stretcher is about $18,000. He said the power load system that we use to actually assist in loading that stretcher into a truck ranges from $28,000 and $32,000 so a lot of mechanical features on those stretchers. He said this contract provides for annual PM, as well as some replacement provisions for a lot of commonly worn or replaceable parts such as batteries which are now about $800 per battery, per stretcher so those types of items add up fairly quickly. He said as we've discussed multiple times we're continuing to look at ways to be more cost-effective in our services. He said going with this 3-year provision, and through negotiations with Stryker it's allowed us about a 10% discount in regard to other contracts that have been provided in the past. He said that is what I bring before you now.

Commissioner Rebholz said do you know if the other non-Beaufort County paramedic units have a similar contract.

Mr. Newkirk said I can't speak to that, but I'll be happy to find out for you. He said I don't know whether they have a contract.

Commissioner Rebholz said is there any chance for economy of scale.

Mr. Newkirk said I'm interpreting your question as can we all merge together as a County and get a cheaper price, I'm not sure of that but I'll be happy to investigate that for you.

Motion: Commissioner Booth motioned to approve. Commissioner Walker seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Vice-Chairman Langley	Commissioner Richardson
Commissioner Booth	
Commissioner Rebholz	

See Addendum 2

LPN Salary Offer, Health Department

Commissioner Richardson said I was a little confused. He said when this came up it sounded like we were putting an additional nurse in the jail.

Mr. James Madson said no sir.

Commissioner Richardson said how many do we have in there.

Mr. Madson said three.

Commissioner Richardson said three nurses for the jail.

Mr. Madson said this position has been open since September of last year.

Commissioner Richardson said we have 42 inmates. He said we had 42 inmates this month according to the jail census report and we're covering the jail 24 hours per day, 7 days per week.

Mr. Madson said correct, but we don't always have somebody in the jail, but we have someone on call for the jail.

Commissioner Richardson said that's really what I wanted to find out. He said I thought there were only two in there. He said there's two nurses and a practical nurse.

Mr. Madson said that's correct.

Commissioner Richardson said why do we need a practical nurse.

Mr. Madson said to divide the labor the full week, the 24-7 is too much for just two nurses so instead of paying for another nurse the LPN is able to take care of some lower-level duties such as passing medications and things like that.

Commissioner Richardson said before we went to full time coverage we had Southern Health and they were there 4 hours a day, like 5 or 6 days per week.

Mr. Madson said I think they were there five days per week, 10 or 12 hours per day.

Commissioner Richardson said the general statute requires that we only provide emergency services to jail inmates.

Mr. Madson said standard of care is what they call it. He said emergency services, a referral for emergency services would be one of those standards of care so if somebody looked like they were having a heart attack or something we would take them to an emergency room.

Motion: Commissioner Walker motioned to approve the salary request for the Health Department LPN. Chairman Walker seconded.

Yes Vote	**No Vote**
Chairman Waters	Commissioner Deatherage
Commissioner Booth	Commissioner Richardson
Commissioner Rebholz	
Commissioner Walker	

RFP Response for County Revaluation Services

Mr. Lloyd Salter said we've met quite a few times on the RF for the revaluation. He said I've met with several of you talking about different things over the last year and a half. He said I've certainly paid attention to what it is you are looking for and what we're looking for as a County, so we sent out an RFP. He said an RFP is a request for proposal. He said it went out publicly through the Finance office and it went out too many different mediums. He said we had four, I believe, companies come back with reasonable bids. He said we had a mandatory bid conference before we got to far into the process where you had to attend and hear some of my concerns and staff's concerns. He said we had representatives from all four companies actually show up for that. He said they had a lot of good questions. He said as far as it goes the bids should be in front of you. He said one, I would say, is a bit higher than the rest. He said two were kind of in line with each other and one was quite a bit lower. He said based on discussions, based on what I'm hearing, based on our needs, looking at the bid proposals and what's in front of you I believe that the intention was Vincent Valuations. He said the reason for that is, again, the belief is supposed to be, to me was that we wanted a comprehensively done program where it would be a lot of input on them but still a lot of method, if you choose them, if you read their proposal there is quite a bit in there about public education and a other things that I feel went a little bit past the rest that I was asked to look for. He said with that said I'll be candid, the lowest bidder is a good one too, they're certainly one to consider as far as that goes. He said I think the concern was Vincent did put together a bit more of a package, a bit more that was mentioned, and I think that's going to hit more of the spots we were worried about coming out of the last revaluation. He said the folks that we did use

last time was a bidder. He said they were not the lowest bidder, they were not part of that category and I believe, as I've spoken before about it, I think the intention was to go in a different direction. He said so as far as that goes, that's where I'm at. He said like I said the lowest bidder, good company, but the one that I feel fits the scope.

Commissioner Richardson said give us or give the public a thumbnail of the time schedule on this. He said say we award the contract tonight, that's what you're asking for I presume, and let's say we award the contract tonight, what happens next, when do we do the appeal, when is it final and when do you get a tax bill from this reval.

Mr. Salter said I don't mind doing that, we can get into that now if you want. He said I'm smiling because I love any chance that I get to say that on record. He said this is what we were just talking about, Ms. Binnie and me, were just talking about education so I don't mind talking about it at all. He said my understanding the next step, and part of this lies with the County policy but I spoke to the County Manager, and I think the next step would be, of course, would be getting a contract together with that company. He said that would, of course be we would get that from them, go over it, have the County Attorney go over it, make sure everything appears, all the things that we said in the RFP we would need, along with what they would be providing. He said after that, we actually had for them to start as soon as July 1st of this year, the company. He said we wanted at least a project manager on site at that point. He said we wanted to go ahead and move forward. He said I'll be here next month asking for some office space, fairly affordable office space here in town. He said we're going to do a small request for that. He said they'll have people on the ground in here, hopefully early fall other than just the project manager. He said what that means is you would have, that reval company would have boots on the ground out there looking at houses, doing walk-arounds of the houses and other properties in the County. He said they'd be looking to see if our property information is correct, that is something they'd be doing. He said they would also be looking at the sales and quantifying those, looking at areas, up, down and everything else. He said of course our staff would be assisting as much as possible. He said that will be going on right through fall of 2024 really. He said at that point we'd be getting really serious as far as final items as far as the sales we've put together, what the ratios are and what the adjustments need to be. He said of course you would have the schedule of values, which is what would be presented to you about that time too, that tells you what we believe the different changes would be and the things that you all would get to vote on and the things the public would look at. He said things like for instance, townhouses, this means this, and these areas are these and this value means this and all that kind of stuff. He said it's like a manual for revaluation, I guess you could say. He said that would all be presented during that time period and from there the effective date for revaluation would be January 1st. He said we hope to have, and I'm going to be kind of hesitant here, but I would hope to have the notices out, I personally don't want to do them in December. He said I'm not a December guy, I just think that's dangerous. He said if I got a revaluation notice in December I probably wouldn't take it well, personally so I've always been a hopefully January, right after kind of guy. He said that's kind of what I will be aiming for, but we'll see how it goes because we need 2 ½ years from that date so the timeline of that I would say would be sometime around then. He said then after that you begin appeals. He said formal appeals, Board of Equalization and the property appeals if needed.

Commissioner Richardson said so that's January 2025.

Mr. Salter said yes sir.

Commissioner Richardson said the notices of the new value would go out.

Mr. Salter said in that time period and like I said I want to be careful of that because like I said in case things happen to change, around that time period I would say.

Commissioner Rebholz said there's $200,000 difference between what you're recommending and the lowest bidder. He said help us understand why.

Mr. Salter said the two different ones that we're discussing, as far as that goes, the difference, and the only real difference in that is one is put together, I guess you could say, pretty comprehensive, here's how we're going to do everything. He said the questions have been extensive, everything else has been extensive, the references have been great from them. He said everybody that I've called, and I've called several, every one of these, everything's been good coming out. He said it seems that it's a turnkey, pretty easy reval. He said it's not to say the lowest bidder wouldn't do that either, they may do a wonderful job as far as that goes and I'm hesitant to say this, but I will say it's a low bid.

Commissioner Rebholz said have you been getting bad references from Piner.

Mr. Salter said I have not received a bad reference from Piner. He said I have talked to a County that had some concerns about ongoing work but not about the reval, no. He said in other words, maybe I should specify that, in other words I would say you could probably look hard enough at any of these companies and you're going to find some way you don't like them somewhere but they all do a little different work for other counties other than just revals to but I have had some feedback there about, I won't say negative as much as some concerns by the county und er contract but like I said if you look me in the eye and say make this work, my only concern would be I wouldn't really want to, I'm being careful, I wouldn't really want to come back and ask for more money mid-swing. He said I wouldn't want to get more onboard staff or do something like that. He said that would be a bit of my concern I guess and that's where I'm really at.

Commissioner Rebholz said that's probably true of any of them. He said are they all North Carolina companies.

Mr. Salter said three out of the four are. He said the two we're discussing are, yes sir, they're both local to North Carolina. He said I would say that could happen, but I don't see that happening with this one, but it could happen with any of them.

Commissioner Richardson said I believe that you said that Vincent gave a more detailed presentation and hit on all of the concerns that you had.

Mr. Salter said exactly, and he actually broke it out a lot and really, the other two did as well to some degree but Vincent went probably a step above that, planned out who was going to do what, how they were going to do what, the waterfront, the commercial, each little piece went in that. He said I don't think, if anything was missed of our concerns I don't see any. He said we talked about our concerns, they nailed it and I will want to see that in the contract, I want to see it in the agreement, we're going to do this and do that but again, I'm not going to say that the others wouldn't be able to do that as well I just have concerns with the amount of the bid and going along as far as that goes getting the project that we want. He said aside from that, it's the choice of the Board. He said I'm going to make it work, whichever one you pick I'll make it work.

Chairman Waters said I can't speak for everybody, but I think we all had some issues with the previous one and it was the low bid and a lot of times you don't realize that until you get into the appeals process and based on what you've told us I think we need to make sure that we get the best work possible, technical work. He said it's not the low bidder. He said what you've said to me, Chairman, has been said by other Commissioners is that exact statement, and that being a problem and I guess that's my mindset and that's maybe my problem as well and that said I will say things happen. He said last time, I believe, there was some things going on too with the software and stud, which I don't think it will be happening this time, but you do worry a little bit. He said I'm not going to say our data is perfect. He said we work on it constantly, we look at things, the market is changing 100 mph. He said I certainly wouldn't want to get into a position where we run into, you, as Chairman have told me, which is, and staff tells me we don't want to run into hey, that's not in the contract, we don't want to run into hey, we weren't ready for that. He said I don't want to do that; I want it turnkey as much as possible and that's kind of why I'm leaning to that but maybe I'm wrong but regardless my staff is willing to put in as much as they can too. He said we're going to make this the best reval you've seen in this County. He said I know this sounds cliché but that's what we're aiming for.

Commissioner Booth said all of these people they got the same bid, you told them what you were looking for.

Mr. Salter said are you talking about, it's my understanding we put out an original RFP's, two RFP amendments where we did add some data in there. He said I had a partial account correction in there, we had some items like that and then, as you know yourself, we had an open public bidding so they could see what the bids were. He said again, we actually had a mandatory bid conference which there's probably not too many of those in this County in the past, but we certainly had one and let them speak.

Commissioner Booth said bid #2 covers everything you're looking for.

Mr. Salter said yes sir.

Commissioner Walker said are you going to be back with the contact when you get it to share it with us.

Mr. Salter said I would think so. He said I would think that's the normal policy as far as the County goes. He said again, and I'll repeat I have intentions of taking that to the County Attorney and looking over that and making sure that everything fits our needs and is run by statute and everything else.

Motion: Commissioner Booth motioned to approve moving forward with a contract with Vincent Valuations for the revaluation process. Commissioner Walker seconded

Yes Vote	No Vote
Chairman Waters	Commissioner Rebholz
Commissioner Booth	
Commissioner Deatherage	
Commissioner Richardson	
Commissioner Walker	

See Addendum 3

Award Contract for Yeatesville Collection Site Improvements

Mr. West Overman said I'm here tonight to discuss awarding the contract for our Yeatesville Collection site improvement project. He said as you may recall during the budget process for fiscal year 21/22 we presented a three-phased approach to making improvements to our current collection sites and the Yeatesville site was our initial start point because of the safety issues on that site and doing phase I on that project. He said so March 16th we issued an RFP seeking bids for this project. He said we only received one proposal, so we reissued on April 4th and a copy of the latest RFP was attached for your reference. He said hopefully you could read it; it was a little small, but it was lengthy, and I hated to clog up your agenda books with too many pages. He said the scope of the work on this project involves removing the steel platform at the site, which we've discussed before is in very poor shape. He said some retaining wall repairs where the wood has gave way in certain areas. He said relocation of that compactor unit at the site away from the raised platform where they throw into from the ground. He said there's a low height there. He said new concrete pads for the open top containers that will be up against the wall, site grading, additional lighting, and safety improvements at the site. He said two bids were received on April 20th, which Commissioner Booth was there to help us with that. He said B.E. Singleton and Sons provided the lowest bid of $55,905. He said a bid tabulation sheet was attached; you can see the other bid was quite a bit more than that bid. He said I spoke with B.E. Singleton on April 22nd just to discuss the scope, make sure everyone was on the same page of what was involved, performance requirements and their bid details. He said after satisfaction with that we decided to approach you all with this award. He said finally, on awarding the contract a pre-construction meeting would be held with B.E. Singleton as well as Republic Services to discuss the process and that will include setting a start date for construction. He said the contract allows 45 days for construction, during which that time the site will be closed to the public. He said it's not possible for us to have the public in there and the contractor working at the same time. He said so as I mentioned, funding for Phase I, which this is included in Phase I, was approved as part of the fiscal year 21/22 budget process. He said my recommendation would be to award this contract to B.E. Singleton for the amount of $55,905.

Motion: Chairman Waters motioned to approve awarding the contract to B.E. Singleton. Commissioner Walker seconded. The vote was unanimous.

Chairman Waters said I've got a request. He said can you visit with Republic and see if we can keep the Beach Ridge site open seven days a week during that 45-day period.

Mr. Overman said we can definitely have that discussion. He said obviously we'll be talking with them about, it's not a problem, but remedies of their contract because they won't be operating a site for possibly up to 45 days so, making sure that we're covered elsewhere, we'll discuss that with them.

Chairman Waters said the reason I said Beach Ridge over the one at Sidney is that you can drive up and use the Beach Ridge site.

Mr. Overman said maybe we can do that for more than one site. He said we'll discuss that extensively with them and make sure we're covered. He said just as a quick update, engineering is in progress on the next three sites, Cherry Run, River Road, and Chocowinity. He said that would be the next phase of her design. He said I tried to get an update, but she was out of the office.

Commissioner Walker said will you have signage at the sites that read, telling everybody where to go and where they can go.

Mr. Overton said yes, we'll definitely have some signage, specifically when the sites closed it will say where to go. He said we'll have some advanced signage saying the sites going to be closed beginning this through possibly this. He said hopefully it won't take 45 days but who knows, especially with the weather and everything. He said we'll make sure it's communicated through signage or with Emergency Management, they'll have it on their Facebook page. He said we'll have it on the website, we'll get it out there just as much as we possibly can.

See Addendum 4

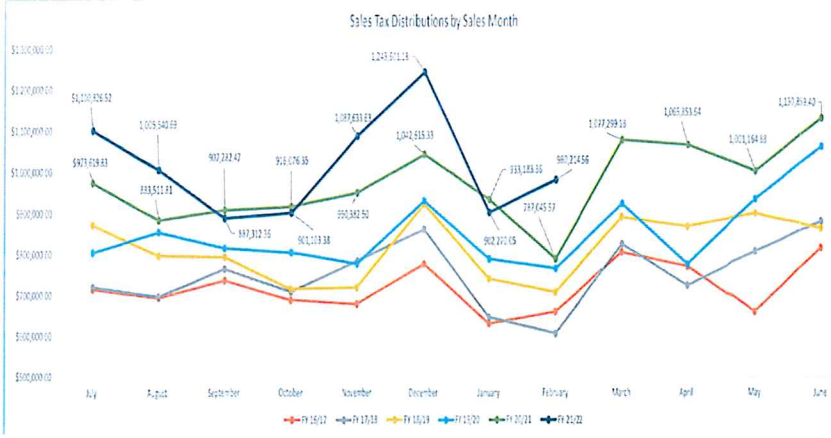
Finance Report

Ms. Anita Radcliffe said I want to start out with the sales tax. She said we did receive notification today on the February distribution.

Sales Tax Distributions

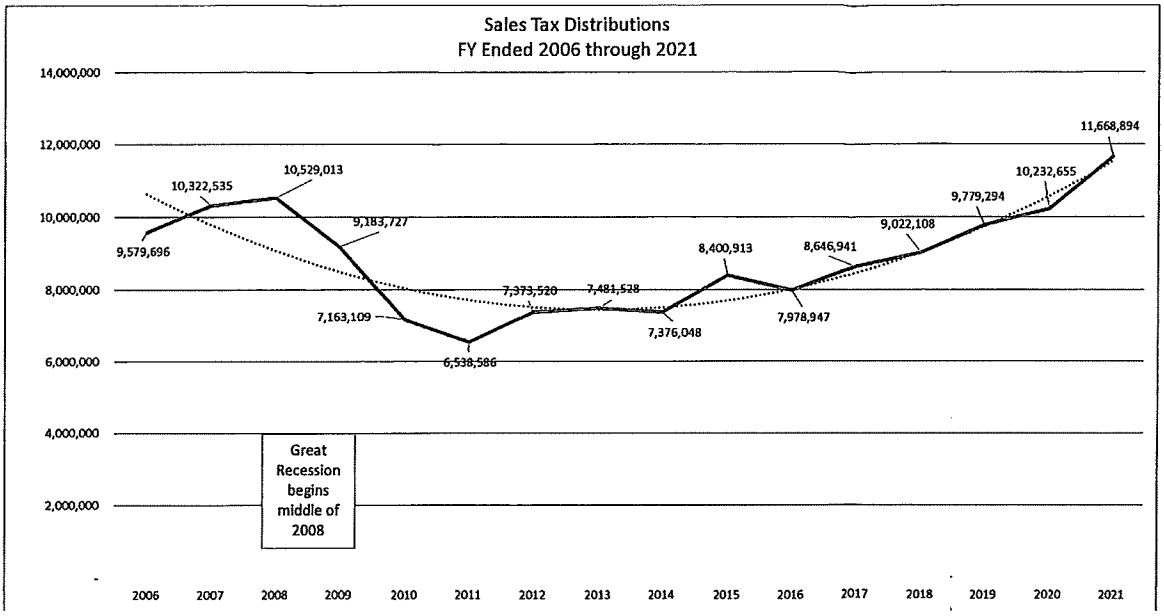
Sales Month	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	Increase/Decrease from Prior Year
July	$ 713,975.87	$ 719,967.21	$ 870,925.51	$ 804,652.23	$ 973,619.83	$ 1,100,826.52	13%
August	694,327.92	697,155.16	796,311.30	854,426.57	883,511.81	1,005,540.69	14%
September	735,415.92	763,868.26	792,899.77	814,733.86	907,282.47	887,312.36	-2%
October	687,368.97	709,056.75	715,000.12	804,683.75	916,076.35	901,103.38	-2%
November	678,662.71	784,994.00	719,319.88	777,598.60	950,382.50	1,087,633.63	14%
December	776,283.51	861,236.00	921,986.60	930,297.04	1,042,615.33	1,243,601.18	19%
January	630,087.18	646,138.74	740,157.36	788,529.34	933,183.36	902,270.05	-3%
February	658,948.75	606,233.88	705,795.83	764,137.44	787,045.57	980,214.56	25%
March	803,631.79	824,136.16	889,127.85	921,933.13	1,077,299.18		
April	770,625.14	723,909.18	867,118.48	776,230.67	1,065,853.64		
May	656,305.73	804,783.81	897,173.25	933,146.42	1,001,164.88		
June	815,681.04	880,628.58	863,478.38	1,062,286.33	1,130,859.40		
Totals	$ 8,621,314.53	$ 9,022,107.73	$ 9,779,294.33	$ 10,232,655.38	$ 11,668,894.32	$ 8,108,502.37	
Increase from prior yr.		$ 400,793.20	$ 757,186.60	$ 453,361.05	$ 1,436,238.94		
% Increase from prior yr.		4.6%	8.4%	4.6%	14.0%		

Ms. Radcliffe said I apologize that some of the slides are small for the audience. She said I do have handouts for you that's in larger print that you can refer to at your desk, but these schedules get really big when you're analyzing multiple years, so they look small on the presentation. She said you can see where February says $980,214 and we're set to receive those funds on May 15th, so we have four distributions remaining in this fiscal year because of that three-month lag in the distributing from the State. She said so those February sales were up 25% from the same month last year so that's the $980,000 compared to the $787,000. She said we're actually right in line with the state. She said the state, statewide it was up 22% and we're at 25%. She said so all in all if we extrapolate those 8 months that we have received and annualize that you can see that I'm estimating, assuming that sales tax continues to come in as it has this year we'll end up at about $12,162,000 for our total sales tax and we budgeted the $10,725,500. She said so right now, currently we're running a $1.4 million surplus on sales tax. She said again, sales tax, really high. She said there seems to be a lot of consumer confidence still. She said people are purchasing, inflation, I'm sure, has a small part to play in that. She said with prices being higher of course our sales tax are going to be higher but we're looking currently at another year of really high growth, 12.32% after a 14% growth year last year. She said typically we'd see our sales tax only be up between 4% and 5% from year to year. She said that brings me to the next slide.



Ms. Ratcliffe said this is simply a graft of that information that I just showed you and the thing I would point out here is we're looking at that navy top line there, that's the sales tax for the 8-month graph there so typically what we would expect for the February distribution is for there to be a downturn if you look at the other years. She said so we have a really high year for the December collections, you see all those spikes there and then in January we usually have a fall back, it slides, and then in February it usually slides an additional amount before it spikes back up in March with people getting out and doing their spring buying, I guess their flowers at Lowes, getting ready, getting out and about. She said but of course it was a little different this year. She said we've already seen that spike for February so what's going to happen in March and the rest of the year I'm really not sure. She said I would expect, based on history I would expect even another increase next month but at this point sales tax has kind of thrown me for a loop. She said we're hearing on the news some comments about people are throwing out the "R" word now, for recession and we've just gotten the information on the first quarter for the GPD and there was a contraction there.

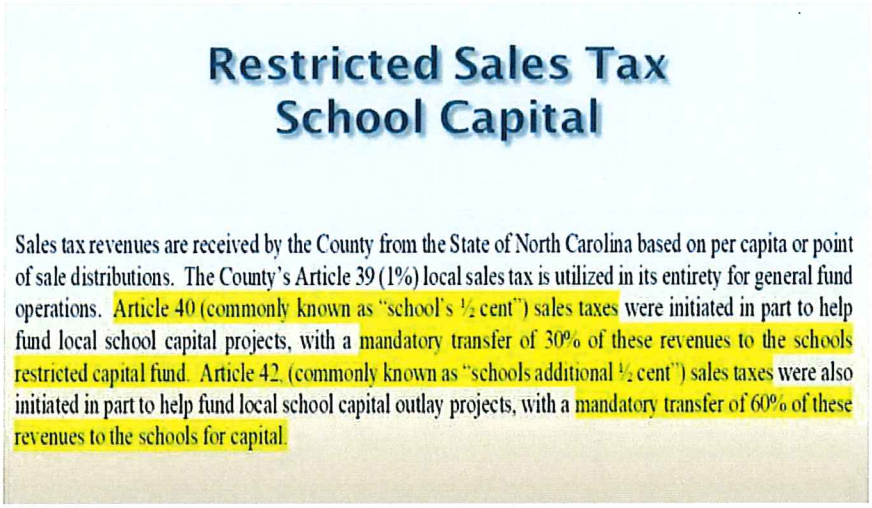
FY Ended	Total Sales Tax
2006	9,579,696
2007	10,322,535
2008	10,529,013
2009	9,183,727
2010	7,163,109
2011	6,538,586
2012	7,373,520
2013	7,481,528
2014	7,376,048
2015	8,400,913
2016	7,978,947
2017	8,646,941
2018	9,022,108
2019	9,779,294
2020	10,232,655
2021	11,668,894



Ms. Ratcliffe said if I'm remembering correctly I believe the official definition of a recession are two consecutive quarters of negative GPD. She said I tell you that to say that when I was going through and doing some research for the bond refunding I had to go back two years to 2006 and 2008 because we had some school bond years and I happened to peek at a sales tax number. She said it just kind of appeared before me back in 2006 and 2008 and I was a little shocked because the sales tax number I was looking at back in 2008 was $10.5 million and I said wait a minute, $10.5 million, that's around what we're getting now. She said for kicks and giggles I just decided I'd go through and graph our sales tax all the way back to 2006 through 2021 to just kind of see how we've been doing for the last 15 years. She said I have that on the TV, you have that before you. She said the concerning thing about this, of course, is that before the housing bubble, the great recession we were at $10.5 million in sales tax and then over the next two years after that we hit a low in 2011, that $6.538 million in sales tax distribution. She said so that was a $4 million drop in our sales tax, which equates to 61%. She said after bottoming out in 2011 at the $6.5 million it's taken us 10 years, all the way up to this year, 2021, to actually get back up to and pass that $10.5 million. She said now I don't say that to scare you, I don't think something this drastic is going to happen. She said if we were to see a recess, this was the great recession, but you know the fact is I don't know, and nobody knows what the economy is going to do and there's a lot of positives still in our economy. She said we have a 50 year low on unemployment, consumer spending still seems to be strong. She said the feds are meeting tomorrow, they're expected to raise the interest rates 50 basis points, which I think it's probably a good thing. She said it will probably cool down the economy and spending a little bit. She said but there are a lot of negatives. She said we've got the invasion in Ukraine and all the sanctions associated with that, so we've got U.S. Imports less than exports. She said the individual economic stimulus money that everybody's enjoyed for the last couple of years during 2020 and 2021, I think that's kind of flushed out through our economy so that's out of the way. She said then of course there's a, I know from personal experience with our boat business is there's a terrible supply chain issue still happening. She said we're waiting twelve to sixteen months for motors for our boats, so all these things play into what's going to happen with our sales tax number and the bottom line is I don't' know what's going to happen. She said I can tell you that we did get numbers from the league

so the North Carolina League of Municipalities, they do projections for revenue and they're projecting growth for next year for 22/23 at 3.75% so Mr. Alligood and I were being conservative, and we've budgeted at 3%. She said still, I'm not sure anybody, I say all of that to say I'm not sure anybody knows what sales tax is going to do.

Commissioner Walker said this looks good but remember, there's no such thing as enough money.



Ms. Radcliffe said next, speaking of sales tax, so realizing that our sales tax has been extremely high, and also realizing that we did all the bond refunding last year that saved us so much money on the school debt, it dawned on me that I probably needed to look at the calculation to make sure that we're actually giving the schools the adequate amount of restricted sales tax that we're required to by state statute. She said just as a reminder, the Article 40 and 42 sales tax that we get, 30% of Article 40, it's also known as the ½ cent school tax, 30% of those revenues that we get from the state for that Article, we have to give to schools to fund their capital. She said then the Article 42, the schools additional ½ cent sales tax, there's a mandatory requirement of 60% of whatever we get from the state for that Article to be sent or spent on the school's behalf. She said I say that because our school debt payments that we made, that qualifies as an expenditure that we can use towards this 30% and 60%. She said so having said all that, here's the calculations.

	FY 20/21 Actual	FY 21/22 Estimate	FY 22/23 Estimate
Required Distribution to Schools			
Article 40 (30% Restricted for Schools)	1,080,986	1,128,222	1,162,068
Article 42 (60% Restricted for Schools)	1,723,363	1,812,858	1,867,244
Lottery Funds	477,000	487,000	474,000
Total due to Schools	**3,281,350**	**3,428,080**	**3,503,312**
Payments to/on behalf of Schools			
School Debt Payments	2,012,389	1,888,560	1,825,373
School Debt Refinancing Costs	65,104	2,000	2,000
Payments to Schools for Capital	1,270,878	1,115,695	1,115,695
Total Capital Budgeted for Schools	**3,348,371**	**3,006,255**	**2,943,068**
Difference	**67,021**	**(421,825)**	**(560,244)**

Ms. Radcliffe said I sent you an email last week, I believe it was early last week or maybe the latter part of the week before. She said so I just want to caution everyone before I start talking about this. She said there's three columns on this page. She said there's last year's 20/21 actual numbers, there's an estimate for the current year we're in right now and then there's an estimate for next year. She said I want to let you know that the only column that isn't going to change on this sheet is the last years column, that's it because we know those numbers. She said I'm going to go ahead and tell you right now that what you're seeing for fiscal year 21/22 and 22/23, they will change, these are only estimates. She said they'll either go up or down depending on our next four sales tax distributions that we get for this year. She said when I put this schedule together two weeks ago we had not gotten information on the February distribution, so we'd only gotten seven distributions at that time, so I was estimating the remaining five. She said having said all that, I've shown what we're required to give the schools and if you look at 20/21 you can see the two articles, the amount they were required to get, simple calculation on the amount we got times 30% for Article 40. She said for Article 42 it's the amount we got times

60% and then lottery funds that we get, 100% of that has to go to the schools, okay so for 20/21 the total due to the schools or paid on behalf of the schools is $3,281,350 and then we look at what did we give the schools or what did we pay to the schools and you can see the school debt payments were a little over $2 million. She said we did the bond refinancing so that's $65,000 that we paid to Davenport and to Regents Bank for being our escrow agent and to Bob, our attorney. She said we get to count that, so they were $65,104. She said ten we made direct payments to the school of $1,270,878 for them to do whatever capital projects they so desired and that their Board approved. She said so you can see that we actually owe the school $3.281 million. She said we paid or paid for them on their behalf $3.348 million so we actually paid an additional $67,021 over and beyond what we actually had to pay to them and most of that, you can see, is the refinancing cost that we paid. She said so I knew that when we did this calculation for last year's audit that we were getting really close so that was another reason that I looked at it so when I looked at the current year, the way we're trending with sales tax on the revenue side and what's required to be distributed, that $3.281 million is based on, if we go back, look at the bottom. She said you see that 8 months annualized, I'm assuming we're going to be at the $12.162 at year end, which is an estimate, but it is based on that estimate, that $3.428 million. She said then if we look at the payments that we have budgeted on behalf of the schools, debt payments and direct contributions to them, just a little over $3 million. She said so what I'm saying to you right now is based on what we've collected in sales tax so far and we have currently budgeted to the schools for capital, I feel like we're going to have to pay them additional funds based on the calculation. She said again, this will change, and I will not be able to do the calculation on actuals until September. She said in September 2022 we will get our June distribution because of that 3-month lag and then I will be able to do the calculation to know exactly how much we owe to them. She said I tell you this tonight because I am going to need to do a budget amendment before year end and I know nothing else to do but to base it on an estimate of what we think it's going to be in June. She said then for next year, 22/23, of course the revenues go up to the schools because of the 3% growth factor we've plugged in and then everything else, of course the debt payments are what they are. She said they go down slightly because the refinancing. She said the $2,000, that is the payment to the escrow agent that handles the escrow funds for the school bonds that we refinanced so we get to count that and then we just simply brought over that current allocation that we're giving to the schools this year, not knowing what the Board's going to want to do with that in next year's budget. She said so having said all that, I mean that's even too far out to start talking about because those numbers are going to change but at this point that's what it looks like for 22/23 based on what we've put in the budget. She said so you will see an item from me next month, I have a lot, this will be one of them, to appropriate, it won't be fund balance, it will be appropriating sales tax revenue to the schools, an estimate and then in September I'll come back and let you know that exact payment.

Chairman Waters said the 22/23 is based on sales tax growing at 3%.

Ms. Radcliffe said yes, 3%.

Commissioner Booth said the in 20/21 we overpaid them $60,000.

Ms. Radcliffe said I wouldn't say we overpaid them. She said we sent them more than we were required too statutorily.

Commissioner Booth said so it wasn't based on that.

Ms. Radcliffe said no, we don't really base what we give to them on this calculation.

Commissioner Booth said they got $67,000 plus.

Ms. Radcliffe said they did, and it was associated with the refinancing cost.

Commissioner Rebholz said do we make one payment a year.

Ms. Radcliffe said we 1/12 payments.

Commissioner Rebholz said 1/12 payments, okay, so the catch up will be in the 12th payment right.

Ms. Radcliffe said what will happen is in September there will be the catchup payment and we'll still have the audit open because we don't finalize the audit until October, so I'll be able to accrue that back to the prior year so that everything is accounted for in the correct year.

Commissioner Booth said the end of the year ends in July, is that correct.

Ms. Radcliffe said the 1/12 we make every 12 months, July through June 30th to the schools.

Chairman Waters said I know that's true on operating, is that true about capital.

Ms. Radcliffe said yes.

Chairman Waters said how about with the lottery. He said I was thinking the lottery is once a year isn't it.

Ms. Radcliffe said lottery, yeah, we pay it to the schools at 1/12 but we draw it down from the state one time. She said if there are no more questions on that then I'm going to move into the ARP funds.

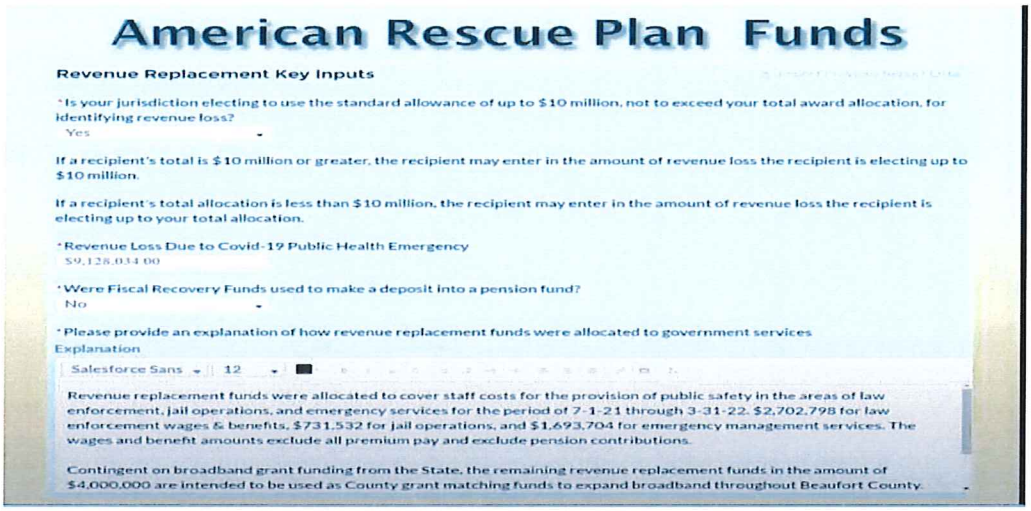
Ms. Radcliffe said I just wanted to let you know that we have submitted the ARP report. She said we are required to submit that annually, April 30th of every year and that was submitted last week. She said so just a little bit on the ARP report and Mr. Alligood may have to jump in and help me with this. She said if we move forward in my presentation this is a snapshot of our uses of the ARP funding.

American Rescue Plan Funds

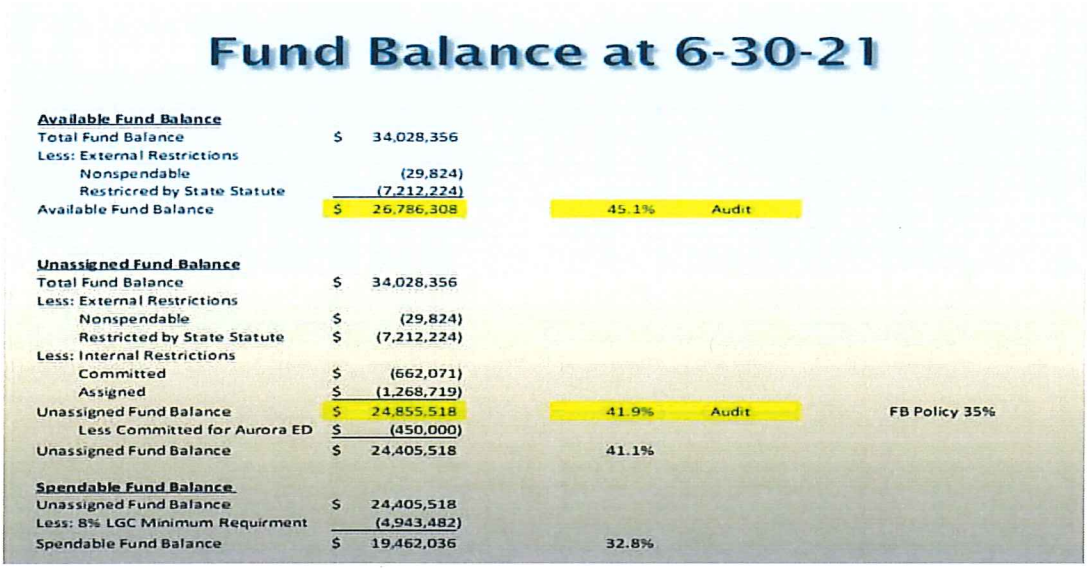
Beaufort County
ARPA Funding Uses

	ARP Budgeted Amounts	Designated Cares Funding	Total
Source of Revenue			
ARPA Funding Allocated to Beaufort County	$9,128,034		$9,128,034
GF Balance Generated from Cares Funding		$500,000	$500,000
General Fund Uses:			
Jail Architect Fees	$27,000		$27,000
Broad Band	$4,000,000	$500,000	$4,500,000
Multi-Purpose Building	$1,500,000		$1,500,000
GF Portion	$5,527,000		$6,027,000
Water Fund Uses:			
SCADA System Replacement	700,000		$700,000
Swan Point Mobile Home Pk. Water Ext.	187,000		$187,000
4 Elevated Storage Tank Mixers	112,000		$112,000
Directional Drills on Hwy 99	285,000		$285,000
Various line upgrades to larger lines w/flushing	250,000		$250,000
Address water line issues at Railroad Crossings	75,000		75,000
Water Portion	$1,609,000		$1,609,000
Remaining Funds Available for Spending	$1,992,034	$0	$1,992,034

Ms. Radcliffe said these were all voted on by the Board. She said we've set aside $4 million for broadband. She said we've set aside $1.5 million for that multi-purpose building and then we've appropriated $27,000 in jail architect fees, so those are the general fund uses, that $5.527 million. She said then, Water fund, they've got six or seven projects that they're doing. She said you can see them listed there and so they've been allocated $1.609 million. She said you still have remaining of the $9,128,034, we still have right at $2 million available and everybody, remember what we did there. She said I say all that to say that when we earmark funding for all of these projects we were operating under an interim rule from the federal government that was very restricted in what we could spend the funds on. She said you might remember Mr. Alligood saying it was basically water, storm water and broadband. She said I think they were the three areas of infrastructure that they really wanted to see us spend it on and although some of our Boards wanted to spend it on solid waste, I even heard Commissioner Deatherage mention that last month and Commissioner Richardson mentioned libraries and we said no, you cannot do that, that's not an authorized use of these funds. She said at the time you could not do that but what happened was in January of 2022 the final rule came out and the final rule, the federal government said in the final rule that if you received less than $10 million, which we did, we are receiving $9.28 million, then we're going to let you just claim a broad revenue loss of the amount of the allocation up to $10 million. She said in sitting in all of the Zoom meeting with the School of Government and the Association, they highly recommended that all counties in NC that got less than $10 million, Beaufort County being included, that we do that revenue loss allowance that they were allowing us because it allows us to do what they called MB^2. She said I think I told you all about that in maybe an earlier meeting. She said they said you get to maximize the benefit, that's the MB, of the funding from the federal government while minimizing the burden, that's the square part. She said so we actually came to you and brought this before you a couple months ago and told you that's what we intended to do and when we submitted our report that's exactly what we'd done.



Ms. Radcliffe said what we've told the federal government when we submitted our report last week was that we're going to spend $4 million on broadband contingent that we're going to get other state funding for grants, the GREAT Grant, and the CAD grant as a match. She said we'll use $4 million of our funding as a match to expand broadband in Beaufort County. She said so we wanted to demonstrate that to show that we're using that money to get points on the assessment at the state level that we were using ARP funds for the match. She said then that remaining $52,128,034, again the School of Government and the Association said what you need to do, you need to do like you did with your CARES funding. She said you need to show that you spent that on salaries and benefits for public safety and for other areas of general service government. She said that way that's going to free up your fund balance. She said remember we did that with EMS back with the CARES Act funding. She said what that does is by charging those salaries and benefits against the ARP funds, that frees up all the budgeted money in general fund that we had for those salaries and benefits. She said it takes away all of the restrictions and you then spend the money on what you want, which we will in turn spend on these projects that I have up on the monitor that you already said you're going to use that money for. She said we still have, like I said, a little less than $2 million remaining. She said it's open now to be spent on pretty much whatever we want. She said any questions on ARP funding before I move to fund balance.



Ms. Radcliffe said fund balance, we went through this in great detail at the budget planning retreat. She said I did hear some numbers being thrown around at our joint meeting last week with the schools. She said I think someone even said we had $38 million in fund balance. She said I think they just misspoke and meant to say $28 million but we don't even have $28 million so I just want to put these numbers out so everybody can see exactly how much fund balance we do have. She said so when we talk about fund balance there's several different calculations of fund balance. She said we have what

is called available fund balance and this is the fund balance number that the Local Government Commission looks at and this is what we get compared, this is the number that is used when we get compared with our peer group. She said this is the available fund balance, that's the first calculation that I have for you, and these are actual numbers as of June 30, 2021. She said so we're looking historically. She said fund balance is always a snapshot, we're taking our audited numbers and looking back to see what our fund balance is. She said so you can see our available fund balance, that calculation is to take your total fund balance straight off the auditor's report from #4 and then you subtract your external restrictions only. She said so we back out our non-spendables, which is our pre-paid expenses for paying our stop loss at the jail, we back out that $29,824. She said we back off any restricted by state statute and pretty much what this $7.2 million is sales tax that we've counted as revenue that we haven't received yet last year and that was right at $7.2 million and that gives us an available fund balance of $26,786,308, or 45.1%. She said so unassigned fund balance is our next calculation. She said this is the number I always look at because this number factors in not only your external restrictions but also internal restrictions that this Board has placed on funding that we have. She said like I said at your retreat I'm going to hold you true to your word that you're going to do what you voted to say you're going to do. She said it's not to say you can't come back and undo it but I'm going to count that money as spent if you say you're going to spend it. She said so unassigned fund balance, we take our total fund balance, the same number we started with for available, we subtract both our external restrictions and our internal restrictions to come up with an unassigned balance of $24,855,518, which is 41.9% of our annual expenditures for last year. She said we do have a fund balance policy of 35%. She said you might remember back, during the retreat that I showed you our peer group and the Local Government compared us to other counties and that we were the median of the group both in 2020 and 2021. She said so even though our unassigned fund balance is high, it's 41.9%, we were right there with our peer group, and I think the reason why everybody, every county's fund balance went up last year and it's because of the Covid funding. She said it's because of all of the federal and state funds that were flooding into counties. She said so we did surpass what we said we would be at with our own policy of 35% but then again when we look at everybody else, so did they. She said consequently, the year before, in 2020 our fund balance was 34.9%, we were right on it. She said doing all that research for that budget retreat, I found out, I learned something I never knew, that 8% requirement that the LGC says we must have, 8% of our expenditures must be set aside as fund balance, that is not considered in that available fund balance. She said I really always thought that was part of that restricted by state statute calculation. She said you would think it would be since they require it but it's not. She said so if you come and ask me what's our actual spendable amount of fund balance, you then have to take that unassigned fund balance number and subtract the 8% minimum that we're required by law to hold so really we've got the $19,462,036 that's available to spend in the general fund. She said I'm not saying you should go out and do that, I just wanted to clarify those different fund balance amounts.

Chairman Waters said if we spend the $19 million then we're down to the 8%.

Ms. Radcliffe said if you spend the $19 million then you're down to the 8% and I know nobody wants to get near 8%. She said I don't think you want to go below 25%. She said I also did some scenarios of what the numbers would look like if you did drop it to 25% or 20% and I failed to include those, but I can send those out in an email if I need to.

Commissioner Booth said you stated we were in the median of other counties. He said when I look at us being median to other counties you've got counties doing different things, after doing all they do, do they still have a 41% fund balance.

Ms. Radcliffe said that's a great question and I'm going to say no. She said the reason I'm going to say no to that, well I'm going to say it depends. She said if we look back and look at the spreadsheet, the schedule, it depends on if the Board has made an internal designation that they're going to do that or if they've actually issued a PO and contracted with a vendor to start a project because if you're contracted and you're actually doing a project it becomes a restriction, you're obligated then you would be but if you say I think we want to do this, let's put some money aside, that would be an internal restriction, that would not be reflected in that number because remember I said the LGC uses available fund balance.

Audit Contract

Ms. Radcliffe said so it is time for us to engage an auditor for our annual audit. She said we did go out for bid three years ago and we had an intent at that time that we would work with the auditor for five years however the contract is an annual contract and awarded on an annual basis. She said we are very pleased with the current auditor, Thompson, Price, Scott and Adams and I'm recommending that we contract with them at a price of $55,250 to complete the fiscal year 21/22 audit. She said there was a slight increase from last year's audit price, it went up $1,500 or a 2.8% increase but I thought that was extremely reasonable considering the inflation rates that we're seeing.

Commissioner Rebholz said how many years are we into the five years.

Ms. Radcliffe said we sent the bid out in 2019 so they would've done our 19 audit, 20 audit, 21 audit, I think it's the fourth year of five.

Motion: Commissioner Booth motioned to approve the 2022 contract with Thompson, Price, Scott, and Adams. Commissioner Walker seconded. The vote was unanimous.

See Addendum 5

Voting Delegate

Ms. Katie Mosher said some of you will be going to Colorado for the annual NACo conference and a delegate and an alternate is needed for the business meeting that will be held on July 18th.

Motion: Commissioner Booth motioned to nominate Chairman Waters as the delegate and Vice-Chairman Langley as the alternate. Commissioner Walker seconded. The vote was unanimous.

Strategic Plan Update

Commissioner Rebholz said I was going to ask Mr. Alligood if he's had any more conversations with NACo and what we can look forward to and a timeline. He said I know we don't want to start this, obviously, in the middle of budget but we need to get on somebody's calendar.

Mr. Alligood said right, the Association of County Commissioners, but I have had a conversation with them, we actually have a conference call on Wednesday, later this week from 10 to 11. He said I'd be happy to plug any of the Commissioners into that, it will actually be a zoom call. He said that's with the leadership at the Association, Kevin Leonard and his staff, senior staff that are going to help us through this project. He said that's where we start talking about some of those things. He said obviously like you said we want to get through budget, but we also don't want to linger to long. He said we want to keep things moving. He said so I am happy to plug anyone in that wants to sit in on that conversation, just let me know. He said again, it's this Wednesday the 4th from 10:00 AM to 11:00 AM.

Commissioner Rebholz said you can plug me in.

Commissioner Booth said would it be alright if I forward my questions to you and have you ask them.

Mr. Alligood said absolutely, that would be great.

Commissioner Deatherage said send me an invitation.

Mr. Alligood said I'll send you one too.

Immigration and Resettlement Projects

Commissioner Deatherage said I'm not going to talk too much about this tonight. He said at the last meeting we broached the subject of Beaufort County becoming a border county, which is going to happen. He said I don't know that it's all happening just yet. He said we heard some data tonight from the district attorney that fentanyl is getting into our County in great abundance. He said we know that it's coming from Mexico, we know it's a wide-open border, that there's no interdiction, well there's some interdiction but nowhere near enough at the border to stop the fentanyl. He said it's part of the plan, the plan by the Biden/Harris open southern border resettlement project is to use the cartels to get these people across the border. He said human trafficking, of course, goes well with the asylum issue that made it almost legal to executively not enforce our sovereign border. He said however, and the fentanyl is coming across, that's a terrible biproduct along with the extreme costs we're facing right now having so many illegals in this Country. He said the ending of Title 42 is going to make it almost impossible to lose these people plus it's going to be a great incentive factor. He said I'm estimating 300,000 people a month now trying to get across this border. He said but how can we get real data that's happening here in Beaufort County. He said fentanyl, what we heard tonight is promising in that what I think is happening

is happening however, I would like to see some other data and some of that data would be probably coming through the school system because in the United States the Supreme Court ruled that we have to educate everybody whether they are a citizen or not, that is a very real expense to the citizens of Beaufort County, that is a massive expense. He said right now it is truly millions and millions of dollars that Beaufort County citizens are paying to educate illegals. He said we need to see how much increase that is going to be plus do some research and try to find, to what extent I can find out through the Department of Social Services we can get additional data, if in fact there are some data points that we can reconcile as real enough as variables and then we can see if there's an increase in those as well. He said basically we're going to know whether Beaufort County is a border county or not and maybe the Commissioners will act accordingly at that point. He said that's the progress so far. He said I may or may not have it on the agenda next month but look for it at least every other month, if not more.

Commissioner Richardson said we talked about last week we talked about a way of estimating how many people that were in the County that are most probably here without citizenship, let's put it that way. He said most of them are illegal but without citizenship is a much kinder way of putting it and within the school system one of the measures, there are about 450, the reason I say about is I lost the second page of the report but about 450 students in the system who are getting language assistance as a second language. He said 450 people in the school system at $14,000 per student, that's $7 million a year that the taxpayers are paying for to provide education to people who probably shouldn't be here at all. He said so that gives you an indication that Beaufort County is a border county. He said look, 500 students, in round numbers, we only have 6,000 students so we're getting up to like 8% of the population of the school are possibly illegal.

Notification to Commissioners – Added

Commissioner Walker said my intent here was not to find out what the details were of what happened Friday night but to find out who to be disappointed in for the fact that we weren't notified. He said I was asked this Sunday afternoon did I know about the jail incident on Friday night, and I didn't know anything about it so that made me look bad and I like to be in the business of making me look good. He said the County Manager kind of answered my question and this morning I got an email from him, and he said he'd been notified, and he was notifying us so that told me that I'm not disappointed in him, so it must've been all up the line. He said I'm a new Commissioner and I would think we would get notified. He said the school board gets notified of everything. He said if a school bus gets bumped my wife gets a notification. He said I don't need to know everything but definitely a death seems to be pretty big. He said am I right.

Chairman Waters said Chief Deputy Rose or Mr. Alligood do either one of you want to address that. He said I know we got an email once we got more information.

Chief Deputy Rose said we go by a playbook on just about every incident that we have. He said there is notification to, in an inmate death there's notifications to the Department of Human Health and Services, the district attorney's office and to other investigating agency that needs to be involved. He said in the past the only expectation that I'm aware of is notification through the County Manager's office and the County office to initiate a file with the insurance carrier to set up a pre-file. He said to my knowledge there hasn't been any direct request from the Commissioners for notification and just like with anything else, let us know what you want, and we'll figure out a way to make that work but if we don't know that then how do we know to notify you when you want to be notified. He said does that make sense.

Commissioner Walker said I didn't know what the procedure was and whether you would be notifying. He said I just assumed something like this, I don't need to know the details I just know that it happened so if somebody does call like they did I don't have to say I don't know what you're talking about.

Chief Deputy Rose said the time, the timing of things with how it would normally have worked, and it did happen like that where if the incident had occurred on Thursday afternoon at 2:30 then you probably would've known before the end of business that day but the incident occurred on the evening on Friday with our notification going to the County Manager's office and the Risk Manager person who wouldn't be working until Monday, that notification happened today. He said so there wasn't any intent to deprive anyone of any information, that was just us going through our normal protocols and practice that we had at the time.

Commissioner Booth said I understand normal protocols and you're right; we haven't had a policy since I've been here, but it is kind of tough when you hear it on channel 7 and then you walk out of church and someone asks you about it and then you hear that the Manager should've notified you all but my manager, he didn't know it. He said he's not that kind of

guy. He said he keeps us informed of what's going on, not that you have to do it btu sometimes common sense and common courtesy goes a long way because what you're hearing now, and you will hear it before the weeks out, what we're hearing now is you're trying to hide something. He said I don't need that, I wasn't there when it happened, I don' know what happened and those are the kinds of things that you're not going to be able to control. He said those are the kinds of things that you want to get in front of because a lie will get halfway around the world before the truth can get its shoes on.

Chief Deputy Rose said sure and if we put a camera on what we were doing at the time, I'm just saying that, if I'm allowed to speak, if we put a camera on everything that we did and streamed it live for the world to see there would still be calls from people that we're covering something up. He said that's just the world that we're living in. He said once again, I'm not apologizing for something that we feel we did wrong in any way and the commonsense thing, there's a whole lot more common than there is sense. He said but if the Board wants to know information then you just have to let us know and we will put you into the playbook that we go by and then incidents that happen in the future maybe we won't have something like this occur but if we don't know how do we know not to do it.

Chairman Waters said I think if a press release is issued I think we just need to be copied on that. He said I think that would be good.

Chief Deputy Rose said so we send out about 700 press releases a year. He said would the Board like to have a copy of every press release for everything.

Chairman Waters said no.

Chief Deputy Rose said so help me help you.

Commissioner Booth said I don't want 700 emails.

Chief Deputy Rose said I knew you wouldn't, that's why I brought it up.

Chairman Waters said here again I think on Thursday we all would've known on Friday but because it was a weekend.

Commissioner Walker said I could see how that happened.

Chief Deputy Rose said I was out for about 30 hours this weekend if you all wanted to come hang out with me.

Commissioner Deatherage said are you going to send out a press release on this.

Chief Deputy Rose said we've sent out two press releases.

Commissioner Deatherage said I've gotten none. He said I am the publisher of Beaufort County Now, it's the largest online publication in the history of Beaufort County and I've gotten nothing.

Chief Deputy Rose said I'm one of your loyal readers I guess.

Commissioner Deatherage said I'm on the sunshine list.

Ms. Mosher said press releases aren't part of the sunshine list.

Commissioner Deatherage said it's not, okay. He said so you said you've sent out 700 press releases and I get very few of them.

Chief Deputy Rose said if you send me an email address that you'd like it sent to.

Commissioner Deatherage said I have many times.

Chief Deputy Rose said if you send it to me I will put you on our list.

Commissioner Deatherage said I don't know why it would've been taken off.

Chief Deputy Rose said if you send me the email address I will put you on a list for our press releases.

Commissioner Deatherage said well right now as someone who, I guess by default in these days and times a journalist, not getting a press release kind of seemed a little bit like a cover up and we can make the comment well it was just an oversight once again, but when the largest public online publication doesn't get any information whatsoever and you're a reader yourself, I have a lot of readers, I just wonder what's going on. He said as a Commissioner I got nothing and I'd like to thank Deborah Whitley, his husband Clarence is here right now, for telling me what was going on because I didn't know, didn't get on my computer on Saturday. He said I had a lot of other things to do but Sunday morning there was Deborah contacting me and telling me what was going on. He said I appreciate that, and I thanked her for it because I did get a lot of requests myself about what was going on. He said I remind you and I remind the public the Commissioners spend a lot of money to run the jail and to run the sheriff's department. He said I think we should be in the loop, just like I think the largest online publication in the history of Beaufort County should be as well or I'm going to start thinking all kinds of things. He said so let's get that straight. He said stan@beaufortcountynow.com. He said take it down for edification, for posterity. He said I want to see a press release and if you're sending one to all these other Podunk people who may, they may be big contributors but if you're going to deny people who publish where a lot of people see it in favor of all these other folks you send to it just doesn't make sense. He said it's like you're trying to get away from exposing what we know to be the truth at the time. He said I'd appreciate a notification.

Chief Deputy Rose said if you will send me an email address I will put you on our list.

Commissioner Deatherage said stan@beaufortcountynow.com. He said that should register, I just told you.

Commissioner Comments

Commissioner Booth said I think it's appropriate that we congratulate our Clerk, she's now a Master Clerk and we want to congratulate her for a job well done and keep up the good work.

Commissioner Deatherage said I got mine in.

Chairman Waters said that was a commercial and you got yours in.

Commissioner Deatherage said it's not a commercial, it's the truth.

Motion: Commissioner Booth motioned to adjourn. Commissioner Walker seconded. The vote was unanimous.

Adjourned at 7:45 PM

Respectfully submitted to you by:

Kathleen Mosher
Clerk to the Board of County Commissioners

ADDENDUM 1

Items for Consent

1. Budget Amendment, Health Dept
2. LPN Salary Offer, Health Department
3. JCPC Local Match for FY 22/23
4. JCPC Certification Standards
5. Tax Office Refunds Over $100
6. Surplus, Sheriff's Office
7. Memorial Day Celebration Fireworks Display, Bath, NC
8. Budget Amendment, LIEP Supplement
9. Petition to Abandon Road
10. DSS Board Reappointment
11. Minutes Approval

Beaufort County
Finance

Budget Amendment Request

Department: HEALTH **Date of Request: 05/02/22**

FY Budget: 2021/2022 #30

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100211-447520	EH Food & Lodging Performance Funds	$721	
105180-526000	EH Office Supplies	$175	
105180-526001	EH Field Supplies	$546	

Department Justification: AA874 Food & Lodging Performance Funds

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		4/20/22
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

Beaufort County

NC DPS - Community Programs - County Funding Plan

Available Funds: $ $185,624 Local Match: $ $19,831 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/ Federal	Funds		
1	4-H Character Education Program	$3,364	$336					$3,700	9%
2	Becoming a Man	$12,350	$1,235					$13,585	9%
3	Mediation Center of Eastern Carolina	$10,000	$1,000		$1,268			$12,268	18%
4	Helping Youth Pursue Excellence (H.Y.P.E.)	$30,865	$3,087					$33,952	9%
5	Cornerstone Families Understanding Nurturing (FUN)	$27,000	$2,700					$29,700	9%
6	Pamlico Pals	$31,545	$3,155					$34,700	9%
7	Horizon	$66,000	$6,600					$72,600	9%
8	JCPC Administration	$4,500	$450					$4,950	9%
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS:	$185,624	$18,563		$1,268			$205,455	10%

The above plan was derived through a planning process by the Beaufort County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 22-23.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Chairperson, Juvenile Crime Prevention Council (Date)

check type ☐ initial plan ☐ update ☐ final

-----DPS Use Only-----

Reviewed by _____ _____
Area Consultant Date

Reviewed by _____ _____
Program Assistant Date

Verified by _____ _____
Designated State Office Staff Date

Chairperson, Board of County Commissioners or County Finance Officer (Date)

ver 03/04/2016

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 4/22/2022 8:29:35 AM

Payee Name	Primary Owner	Secondary Owner	Address 1	Address 3	Refund Type	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
BLACKSTOCK, WARREN RICHARD	BLACKSTOCK, WARREN RICHARD		2325 FREDERICK RD	CHOCOWINITY, NC 27817	Proration	Refund Generated due to proration on Bill #0064252406-2021-2021-0000-01	Vehicle Sold	04/12/2022	G01	Tax	($223.00)	$0.00	($223.00)
									C01	Tax	($283.66)	$0.00	($283.66)
									C01	Vehicle Fee	($5.00)	$0.00	($5.00)
									F60	Tax	$7.67	$0.00	$7.67
									E12	Tax	$8.92	$0.00	$8.92
												Refund	$495.07
ELLIS, BARRETT DANIEL	ELLIS, BARRETT DANIEL		2830 NC HIGHWAY 102 W	CHOCOWINITY, NC 27817	Proration	Refund Generated due to proration on Bill #0063286848-2021-2021-0000-00	Vehicle Sold	04/12/2022	G01	Tax	($90.72)	$0.00	($90.72)
									F60	Tax	($6.24)	$0.00	($6.24)
									E12	Tax	($7.26)	$0.00	($7.26)
												Refund	$104.22
LACLAIR, DARREL EDWARD	LACLAIR, DARREL EDWARD	LACLAIR, JANET NORA	1660 CHERRY RD	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0053079514-2020-2020-0000-00	Vehicle Sold	04/01/2022	G01	Tax	($157.95)	$0.00	($157.95)
									F63	Tax	($10.20)	$0.00	($10.20)
									E05	Tax	($8.70)	$0.00	($8.70)
												Refund	$176.85
MASON, JACK ARLISS JR	MASON, JACK ARLISS JR		11255 NC HIGHWAY 99 S	BATH, NC 27808	Proration	Refund Generated due to proration on Bill #0058385232-2021-2021-0000-00	Vehicle Sold	04/06/2022	G01	Tax	($116.67)	$0.00	($116.67)
									F63	Tax	($7.65)	$0.00	($7.65)
									ER	Tax	($9.33)	$0.00	($9.33)
												Refund	$133.65
RESPESS, LINDSAY JORDAN	RESPESS, LINDSAY JORDAN	THOMAS, DANIEL LOGAN	21340 NC HIGHWAY 32 N	PLYMOUTH, NC 27962	Adjustment >= $100	Refund Generated due to adjustment on Bill #0064220467-2021-2021-0000	Situs error	04/08/2022	G01	Tax	$0.00	$0.01	$0.01
									C01	Tax	($254.29)	($12.72)	($267.01)
									C01	Vehicle Fee	($5.00)	$0.00	($5.00)
									F63	Tax	$19.67	$0.98	$20.65
									E05	Tax	$16.79	$0.84	$17.63
												Refund	$233.72
SHAGENA, ROBERT LAWRANCE	SHAGENA, ROBERT LAWRANCE		1290 MILL RD	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0034817345-2021-2021-0000-00	Vehicle Sold	04/08/2022	G01	Tax	($119.11)	($6.85)	($125.96)
									F63	Tax	($7.81)	($0.45)	($8.26)
									E02	Tax	($9.53)	($0.55)	($10.08)
												Refund	$144.30
THE ESTATE OF JIMMY THAD HODGES	HODGES, JIMMY THAD		102 ROCK ROAD	WASHINGTON, NC 27889	Proration	Refund Generated due to proration on Bill #0055015792-2021-2021-0000-00	Vehicle Sold	04/07/2022	G01	Tax	($101.75)	$0.00	($101.75)
									C01	Tax	($86.28)	$0.00	($86.28)
									C01	Vehicle Fee	$0.00	$0.00	$0.00
												Refund	$188.03
												Refund Total	$1475.84

North Carolina Vehicle Tax System

NCVTS Pending Refund report

Report Date 4/22/2022 8:19:14 AM

REMAINING MARCH REFUNDS

Payee Name	Primary Owner	Address 1	Address 3	Refund Type	Bill #	Status	Refund Description	Refund Reason	Create Date	Tax Jurisdiction	Levy Type	Change	Interest Change	Total Change
TYER, EDWARD JUNIOR II	TYER, EDWARD JUNIOR II	2779 MOUTH OF THE CREEK R	BLOUNTS CREEK, NC 27814	Proration	0064220515	PENDING	Refund Generated due to proration on Bill #0064220515-2021-2021-0000-01	Vehicle Sold	03/31/2022	G01	Tax	($291.54)	$0.00	($291.54)
										F60	Tax	($20.05)	$0.00	($20.05)
										E12	Tax	($23.32)	$0.00	($23.32)
													Refund	$334.91
WALLACE, DENNIS MAYO JR	WALLACE, DENNIS MAYO JR	434 MAPLE ST	PANTEGO, NC 27860	Proration	0063539297	PENDING	Refund Generated due to proration on Bill #0063539297-2021-2021-0000-00	Vehicle Sold	03/28/2022	G01	Tax	($182.90)	$0.00	($182.90)
										F63	Tax	($12.00)	$0.00	($12.00)
										E09	Tax	($14.63)	$0.00	($14.63)
													Refund	$209.53
													Refund Total	$544.44

862442	579237	##### Pin #-5109204705300	0000032787-2021-2021-0001-00	REI	$845.34	$509.06	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
856337	578924	##### Pin #-5068599577600	0000020672-2021-2021-0000-00	REI	$2,483.51	$2,483.51	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
855942	578924	##### Pin #5067691480300	0000036946-2021-2021-0000-00	REI	$1,451.27	$1,451.27	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
855863	578924	##### Pin #6045789488	0000014719-2021-2021-0000-00	REI	$688.07	$688.07	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
855510	578924	##### Pin #5068412260600	0000016341-2021-2021-0000-00	REI	$2,699.75	$145.29	
CORELOGIC TAX SERVICES 1 CORELOGIC DR WESTLAKE TX 76262							
853004	578808	##### Pin #6000604460841	0000037673-2021-2021-0000-00	REI	$835.05	$835.05	
STATE EMPLOYEES CREDIT UNION ESCORW DEPT 3101 WAKE FOREST RD RALEIGH NC 27609							
852337	578808	##### Pin #1066675057933	0000010337-2021-2021-0000-00	REI	$500.00	$200.00	
STATE EMPLOYEES CREDIT UNION ESCORW DEPT 3101 WAKE FOREST RD RALEIGH NC 27609							
878228	580300	FPITTMAN Pin # 5106552171160	0000004360-2021-2021-0000-00	REI	$431.71	$200.00	
LOPEZ, JAVIER MONDRAGON 70 CHARLES PLACE GRIMESLAND BEAUFORT NC 27837							
878228	580300	FPITTMAN Pin # 5106552171160	0000004360-2021-2021-0000-00	REI	$431.71	$200.00	
LOPEZ, JAVIER MONDRAGON 70 CHARLES PLACE GRIMESLAND BEAUFORT NC 27837							
878194	580298	C9BEATB Pin #-1065763875200	0000033529-2021-2021-0000-00	REI	$4,516.32	$4,268.49	
BAY CITY LODGE INC P O BOX 640 ORIENTAL BEAUFORT NC 28571							

877810	580213	fpittman	9544423-2021 N/A	IND	290.5	$217.91	
BOYD, RONALD GLENN 9339 HWY 99 N PANTEGO BEAUFORT NC 27860							
877827	580209	C9BEATB	0000019092-2020-2020-0000-00 Pin # 5677244772001	REI	$285.48	$274.44	
CORPREW HARRY LEE III 421 CHERRY RUN ROAD WASHINGTON BEAUFORT NC 27889							
877804	580209	C9BEATB	0000017619-2018-2018-0000-00 Pin # 5660880606	REI	$145.53	$145.53	
GRIFFIN, KIMBERLY PO BOX 2847 WASHINGTON BEAUFORT NC 27889							
	877802	580209	0009543689-2021-2021-0000-00 N/A	Ind	361.25	$169.28	
WILLIAMS, TERESA PO BOX 605 CHOCOWINITY NC 27817							
	877801	580209	0000037609-2021-2021-0000-00 Pin # 6518011645	REI	2680.32	$107.07	
SMITH, SANDRA MOORE 3015 FLAT SWAMP RD BLOUNTS CREEK BEAUFORT NC 27814							
	877801	580209	0000052544-2021-2021-0000-00 Pin # 6664603807 2001	rei	2680.32	$169.95	
WEBSTER, KEVIN 4190 RESPESS RD PINETOWN BEAUFORT NC 27865							
	877538	580159	0009494913-2013-2013-0000-00 VACANT	RMV	579.43	$163.45	
WARREN, PRISCILLA ANN 412 W 6TH ST WASHINGTON, NC 27889							
	877521	580155	0009534174-2021-2021-0000-00 Pin # 6669429003	REI	250.27	$179.00	
MARLOWE-WILCOX, SHANNA J 859 SCOTTS CREEK ROAD STATESVILLE BEAUFORT NC 28625							
878259	580274	C9BEATB	0000019092-2021	REI	267.07	$267.07	
CORPREW HARRY LEE III 421 CHERRY RUN ROAD WASHINGTON BEAUFORT NC 27889							
878086	580267	##### Pin # 5665983165	0000003859-2021-2021-0000-00	REI	$1,292.52	$290.57	

Pin # 5677244772001

878047	580228	#####	0009543558-2021-2021-0000-00 NK	IND	$133.29	$111.58	
WEST, CAROLYN 120 SOUTH ROBIN LANE BATH NC 27808							
	877744	580200	0000015430-2021-2021-0000-00 Pin # 7600110584 73	REI	413.29	200	
GRECO, ANGELO P JR 4309 TRILAND WAY CARY BEAUFORT NC 27518-5393							
	877770	580176	0009523065-2021-2021-0000-00 Pin # 6608390 6889	REI	#####	761.5	
NORMAN, LEVIE C 595 NORMAN ROAD BLOUNTS CREEK BEAUFORT NC 27814							
	877770	580176	0000021628-2021-2021-0000-00 Pin # 5087607947	REI	#####	267.67	
BRIGHT, BENNIE G JR 93 HAWKINS DRIVE WASHINGTON BEAUFORT NC 27889							
	877566	580170	0000042315-2021-2021-0000-00 Pin # 6608377642	REI	175	175	
COOK, EARL 900 ROSS RD BATH BEAUFORT NC 27808							
877490	580132	#####	0000020298-2021-2021-0000-00 Pin # 5526378972	REI	984.21	$160.66	
RAYBURN, WILLIAM W JR 2255 GRAY RD CHOCOWINITY BEAUFORT NC 27817							
	877489	580132	0000042555-2021-2021-0000-00 Pin # 6604134 3085	REI	965.35	365.75	
WHITE, JESSE RAY JR 657 DOWN SHORE ROAD BLOUNTS CREEK BEAUFORT NC 27814							
	877360	580132	0009546172-2021-2021-0000-00 Pin # 6603480 4862	REI	#####	267.55	
BRICKHOUSE, COURTNEY 3190 NC 92 HWY E WASHINGTON BEAUFORT NC 27889							
	877321	580109	0000009499-2021-2021-0000-00 Pin # 6602418 2647	REI	361.2	361.2	
HODGES, KATHY M 8789 US 264 HWY E WASHINGTON BEAUFORT NC 27889							
	877319	580109	0000032920-2021-2021-0000-00 Pin # 5084820571	REI	191.74	191.74	
THOMPSON, TANYA 610 E BAYSIDE DR CHOCOWINITY NC 27817							

Beaufort County Finance

Budget Amendment Request

Department: Social Services **Date of Request:** May 2, 2022

FY Budget: 2022

ACCOUNT NO.	TITLE OF ACCOUNT	INCREASE	DECREASE
100222.493568	Energy Assistance	$520,163	
105480.562004	Low Income Energy Assistance Program (LIEAP)	$520,163	

Department Justification: On April 26, 2022, the Department of Social Services was notified that Beaufort County is receiving an additional $520,163 to provide supplemental payments for the Low-Income Energy Assistance Program. This increase in funding is due to statewide reallocations where funding was not expended in the Low-Income Energy Assistance Program and the Pandemic Low Energy Assistance Program.

These funds will be used for a one-time supplemental payment for individuals that were approved for the Low-Income Energy Assistance Program during this fiscal year. We are requesting that the Social Services budget be amended to reflect an increase of $520,163 in the Low-Income Energy Assistance Program line 105480.562004 and an increase the Energy Assistance revenue line 100222.493568. Please see the attached information.

There are no county dollars included in the increase of these funds.

If amendment deals with adding, deleting, or modifying a position, County Position No. (& State, if applicable) must be referenced.

County Position No. _____

State Position No. _____

APPROVAL	SIGNATURE	DATE
Department Head		
Finance Officer		
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
County Manager	Required for interdepartmental transfers.	
Board of Commissioners	Agenda Item No. _____ Reference No. _____	

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
SUSAN OSBORNE • Assistant Secretary for County Operations for Human Services

April 26, 2022

Dear County Directors of Social Services

Attention: Energy Administrators, Managers & Supervisors

Subject: Low Income Energy Assistance Program (LIEAP) 2nd One-time Supplement Update to DCDL EFS-FNSEP-29-2022.

Priority: Information & Action

The purpose of this letter is to provide information regarding the one-time LIEAP supplement. The supplement was calculated by dividing the total remaining LIEAP and Pandemic LIEAP funds by the number of households that received a LIEAP payment during the State Fiscal Year (SFY) 2021-2022. To ensure we use the available funds to provide the maximum benefit to our LIEAP households, the amount of the supplement will not be finalized until NC FAST has closed out LIEAP for the State Fiscal Year (SFY). The supplement flat rate in anticipated to increase from the original estimate of $224 to an amount between $300 and $325 per household. When processed NC FAST will send a system generated notice to the household informing them of the supplement and of the supplement amount, the county is not required to issue any notices.

Budget Authorizations/Allocations:

We realized based on each county's setup that some counties may have to seek budget amendments to accommodate the additional funds that will be reallocated to cover the one-time LIEAP supplements. Because the amount is significantly higher than originally anticipated we have reworked the attached spreadsheet using the highest estimated payment amount of $325 to display the breakdown of the total funds that each county was originally allocated and subtracts out any outstanding obligations. The last column lists the difference in the total amount authorized at the beginning of the LIEAP season and subtracts any current obligations and the amount necessary to cover the one-time supplement. If the amount listed in the last column is red, then this is the additional amount that will be issued to your county to cover the one-time supplements.

For example:

Any County: The county was originally allocated $1000.00. After subtracting the total amount issued/obligated (column J), amount of outstanding obligations (column T) and amount needed to cover the one-time supplement (column V), Any County will receive $2,680.00 (column X) more than their original $1,000 allocation. Depending on Any County's setup they may have to seek a budget amendment to account for spending the additional $2680 in funds.

Other County: The county was originally allocated $8000.00. After subtracting the total amount issued/obligated (column J), amount of outstanding obligations (column T and amount needed to cover the one-time supplement (column V), Any County has $2,500.00 (column X)

more than needed to meet all obligations. $2,500 will be reallocated to other counties. No action is necessary for Other County.

	A	E	F	J	K	M	S	T	U	V	W	X
1	County Name	Total Original Regular & Pandemic LIEAP Allocation Am	Mini	Total Regular & Pandemic LIEAP Amt Issued/ Obligated	Equ	Total Remaining Regular & Pandemic LIEAP Balance	Mini	Total Allocation needed for missing payment	Mini	Total Allocation needed for One time supplemer	Equ	Based on County Procedures Potential Budget revision needed (Negative (red) means Yes, positive means No.
2	Any County	$1,000.00	-	$995.00	=	$5.00	-	$240.00	-	$1,450.00	=	(1,685.00)
4	Other County	$8,000.00	-	$2,250.00	=	$5,750.00	-	$0.00	-	$2,250.00	=	3,500.00

- The amounts listed as Total Allocation needed for missing payments (column T) are referenced in the DCDL EFS-FNSEP-29-2022 on the 220418 LIEAP Jan 2022 One Time Payment Never Issued by Counties report.
- The amounts listed as Total Allocation needed for One-time supplement are the projected amounts that will be referenced in the reports listed below.

NC FAST Process:

After NC FAST processes the one-time supplement payments, the report will be available in NC FAST under Energy O&M reports titled "**NFOMD023P – Energy One Time Supplement Report**" and in FAST Help titled **"Energy One Time Supplement Report**. It will be available in both locations. Notification will be issued by NC FAST when the report is available.

Any payments not processed on your counties May service report will be deducted from your counties State Fiscal Year 2022-2023 allocations. Job aids regarding the one-time supplement are available in FAST Help titled Energy-Payment Requests and Check Recording Process.

If you have any questions, please contact The CQI Specialist Team at DSS.Policy.Questions@dhhs.nc.gov

Sincerely,

Carla L. West

Carla L. West, Senior Director for Economic Security
CLW/js

EFS-FNSEP-31-2022
Attachments (1)
One Time Supplement Allocation Spreadsheet

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF SOCIAL SERVICES • ECONOMIC AND FAMILY SERVICES

LOCATION: 820 S. Boylan Avenue, McBryde Building, Raleigh, NC 27603
MAILING ADDRESS: 2420 Mail Service Center, Raleigh, NC 27699-2420
www.ncdhhs.gov • TEL: 919-527-6300 • FAX: 919-334-1265

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

North Carolina Department of Transportation
Division of Highways
Request for Abandonment from State Maintained Secondary Road System

North Carolina

County: Beaufort

Road Description: SR 1937 (Guilford Station Rd): from SR 1923 (West Rd) to Norfolk Southern Railroad (1.54 mile)

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Beaufort requesting that the above described road, the location of which has been indicated in red on the attached map, be abandoned from the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be abandoned from the Secondary Road System, if the road meets minimum criteria established by the Division of Highways of the Department of Transportation for the abandonment of roads from the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Beaufort that the Division of Highways is hereby requested to review the above described road, and abandon the road for maintenance if it meets established criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Beaufort at a meeting on the _____ day of _____, 20___.

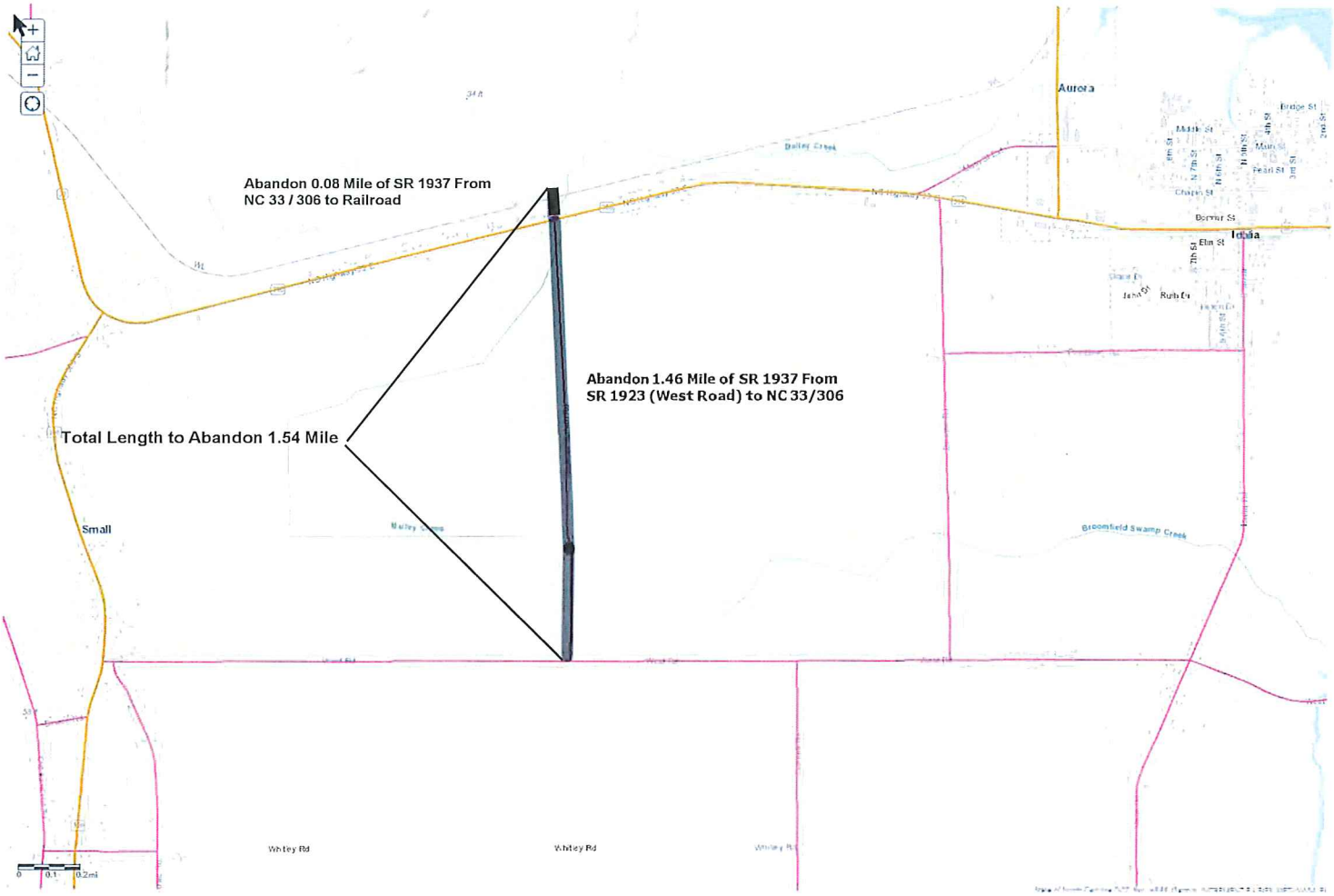
WITNESS my hand and official seal this the _____ day of _____, 20___.

Official Seal

Clerk, Board of Commissioners
County: _____

PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways


Abandon 0.08 Mile of SR 1937 From
NC 33 / 306 to Railroad
Abandon 1.46 Mile of SR 1937 From
SR 1923 (West Road) to NC 33/306
Total Length to Abandon 1.54 Mile
Aurora
Idalia
Elm St
Dorman St
Small
Broomfield Swamp Creek
Whitley Rd
Whitley Rd
0
0.1
0.2mi

ADDENDUM 2

3-Year Striker Stretcher Maintenance Contract

ProCare Services

stryker

Sales Rep Name: Lauren Goergen
ProCare Service Rep: Jeff Hedgpeth

3800 E. Centre Ave
Portage, MI 49009

Date: 3/2/2022
ID #: 220302080636

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1292505
Account Name Beaufort Co EMS
Account Address 1420 Highland Dr
City, State Zip Washington, NC 27889

Name: Clark Pollard
Title:
Phone: (252) 940-6519
Email: clark.pollard@co.beaufort.nc.us

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	6506	Power Cots	EMS Prevent	4	3		$16,920.00
2	6390	Power-LOAD	EMS Prevent	1	3		$5,556.00

PROGRAM INCLUDES:

EMS Prevent:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments $6,742.80

See below for complete payment schedule

ProCare Total	$22,476.00
Discount	10%
FINAL TOTAL	**$20,228.40**

Start Date: 7/1/2022
End Date: 6/30/2025

Stryker Signature Date

Customer Signature Date

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at **https://techweb.stryker.com**
The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

If contract is over $5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

ADDENDUM 3

RFP Response for County Revaluation Services

Bid Tabulation

Bid/Quote Tabulation

Project: RFP BCTA-FY22
Date: April 8, 2022 at 2pm

Description: **Reappraisal/Revaluation Services**
(as per RFP)

Vendor Name:	Price / Parcel Total	Insurance Requirements	Acknowledgement of Amendments
Pearson Appraisal Service	$1,236,060.00	X	X
Piner Appraisal	$1,091,000.00	X	X
Tyler Technologies	$1,669,000.00	X	X
Vincent Valuations	$1,281,840.00	X	X

Authorized Signature / Commissioner : Edwin Booth

Witness: Hallie Jones

Beaufort County, North Carolina
Tax Assessor's Office

220 N. Market Street | Washington, North Carolina | 27889
Phone (252) 946-7981 | co.beaufort.nc.us

Addendum #1

Issue Date: March 16, 2022

RFP BCTA-FY22 Reappraisal Services

Pursuant to Section 2.2.5 of the aforementioned Request for Proposals, this addendum is being issued to provide clarification to specifications of the bid following questions from potential bidders. The Proposer must acknowledge receipt of this addendum (Attachment A) for the Proposal to be deemed acceptable. No consideration will be allowed due to any potential Proposer not being aware of or familiar with this addendum. This addendum shall form part of the RFP and is to be read, interpreted, and coordinated with all other parts.

The Purpose of this Addendum is to clarify one error found in the RFP document and to deliver information that was omitted from the original RFP document:

1) Some of the dates in part III (F.) of the RFP are incorrect. In the first paragraph, October 1, 2022, should be changed to July 1, 2024 and the second date in the paragraph should be changed from September 1, 2022 to September 1, 2024. With these changes, the first paragraph of II (F) should read as follows:

F. PERFORMANCE OF WORK

The Contractor shall begin the work to be performed under the Contract within thirty (30) days upon its acceptance by the Beaufort County Board of Commissioners and shall carry on the Program of Revaluation as set forth in Specifications and Workflow Schedule. The proposed Schedule of Values shall be presented to the Assessor on or before July 1, 2024. The Contractor shall complete and deliver the finished work to the Assessor on or before September 1, 2024. It is specifically agreed and so declared that time is of the essence in performance of the Contract.

2) The omission is that Beaufort County has 45,780 real property parcels

- END OF ADDENDUM #1 -

1. Page 6.F currently has language that reads as "sales that culminated during fiscal year 2019-2022" and later as "and last 2 quarters of 2022". The correct range is 2022-2024 and the last 2 quarters of 2024. Later in the RFP, on Page 20, the RFP also references "sales study" dates that are incorrect. Same applies here, it should the applicable "normal" range of time prior to a revaluation. Normally a period of 1-3 years of sales before the revaluation with greater emphasis given to more recent sales.
2. The last part of the paragraph on page 8, part H should read as "All machinery and equipment necessary to complete the work shall be supplied by the **county** including: (computer equipment, data entry devices, and printers). Currently it is "supplied by the contractor" which is incorrect.
3. Elaboration regarding page 18 part VI: Pursuant to Solid Waste Fee's. The county is currently reviewing guidance and a possible reworking of its solid waste plan. The county is considering differentiating between "commercial solid waste fee's and residential". The only responsibility, regarding this, for the contractor is to establish the correct fee based on the building / use of the parcel. This should require little additional work if incorporated. If the property is a "commercial" property, the field staff would put "commercial solid waste fee" or similar as established under what would then be the current solid waste plan.
4. Regarding contents of the "manual" mentioned on page 19, part, IV A. (1) of the RFP. The RFP states ". The Contractor will assist the County in converting to a land use schedule using a soil type valuation method and Denali CAMA software and the County's GIS with the USDA soil layers". It should not say *Converting*. It should say "*utilizing*" and have language along that line. We currently have this in place and are not converting to this method currently.
5. Parcel Breakdown.
   A. Currently, out of the 45966 parcels that exist as of 3/30/2022, 21016 of those have at least 1 sketched building on them.
   B. Beaufort County Assessor's Office has begun a serious effort to audit our program/records for exempt properties. Beaufort County has removed and continue to remove or modify parcels from those records. That said, as of 3/30/2022, Beaufort County has 3448 parcels in our CAMA, showing Present Use Value applied. We, additionally, have 2139 parcels showing some other form of exemption other than a homestead exemption. This would encompass Government parcels, churches etc.
   C. We do not have a confident breakout for Commercial property. Records as of 1/1/2021 had that there are approx. 3200 commercial properties. We feel that is low, especially if you include that some of that is commercial land. The categories that would be used to report this are not fully populated in our CAMA. As a part of the field review, the county expects the use/type of building to be confirmed / added / modified and the same done for the land type. This data would need to be updated during Data entry. For reference, there are 2900 active BPP accounts.

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SPECIFICATIONS
FOR A REVALUATION OF REAL PROPERTY,
BEAUFORT COUNTY, NORTH CAROLINA
EFFECTIVE JANUARY 1, 2025

I. SCOPE OF SPECIFICATIONS

These Specifications cover the furnishings of labor, materials, supplies and the performance of all work required for the completion and delivery of a computerized Revaluation of all real property within Beaufort County ("County") for the furnishing of property record cards, assistance to the Beaufort County Tax Assessor ("Tax Assessor") and staff and to the Board of Commissioners and Board of Equalization and Review as specified herein and as directed by the County through its duly authorized agent, the Tax Assessor. These specifications do not intend to limit the contractor, in any way, to providing additional detail as it relates to how they would propose to complete the project.

II. APPRAISALS

The Contractor will aid and assist the Beaufort County Tax Assessor and will advise, aid and assist the County Board of Commissioners and the Board of Equalization and Review in arriving at the true value in money of all the real property in Beaufort County, in the appraisal and revaluation of the following items, to wit:

A. COMMERCIAL REAL PROPERTY

For the purposes of these Specifications, "commercial real property" shall be held to mean:

(1) All land, buildings and structures thereon used or constructed for commercial purposes.
(2) All apartment houses of three or more units and other dwellings designed or redesigned for occupancy by more than two family units.
(3) An obvious duplex on the property record card classified as commercial property.
(4) Special-purpose buildings not classified as industrial shall be included in the appraisal of commercial property.
(5) Vacant lots or other parcels of real estate in areas zoned for commercial purposes or in predominately commercial areas, or which are used in connection with commercial enterprises, or which are primarily suited for commercial development, shall be classified as commercial property.

B. INDUSTRIAL REAL PROPERTY

All land, and all plants, shops, processing establishments and structures thereon, used in manufacturing, processing or production of any type of material, substance or merchandise; and all other property of this nature within Beaufort County which by law must be appraised by the County.

C. RESIDENTIAL PROPERTY

The term "residential real property" as used in these Specifications is defined as all lots, parcels or tracts of land, and all dwelling houses, barns, outbuildings and other structures thereon, located in Beaufort County which are not defined as "commercial real property" or "industrial real property" and which are required by law to be appraised by the County.

D. AGRICULTURAL, HORTICULTURAL AND FORESTLAND

For the purpose of these Specifications, "agricultural, horticultural and forestland" is defined as: all agricultural and horticultural land containing ten acres or more and all forestland containing twenty acres or more which may or may not qualify for Present Use Value Assessment under the provisions of G.S. 105-277.2, 105-277.3, and 105-277.4.

E. MANUFACTURED HOMES AND MODULAR HOMES

All manufactured homes (doublewide, triple wide homes and all other mobile homes), which meet the standards of real property as set out in the definition of real property as per North Carolina General Statute 105-273 (13), will be appraised as real property and will be listed and appraised in the same manner as real property. Modular homes will be considered real property and reviewed, listed, and appraised in the same manner as real property. Should a manufactured home not classified as real property appear on a parcel of land, its presence will be noted on the property record card and cross coded using the map parcel number for the land it is associated with. If the owner of the manufactured home should not be the same as the landowner, it shall be so noted on the property record card along with the owner's name and the serial number when possible. A separate schedule of values shall be produced in appraising manufactured homes considered to be real estate.

A separate schedule of values will be derived by the Contractor for the computation of value for manufactured homes not meeting the requirements set out in the definition of real property found in the North Carolina Machinery Act.

F. EXEMPT PROPERTY

It is specifically understood that real property wholly or partially excluded from taxation will be appraised and valued by the Contractor, including all governmental units located within Beaufort County. This will be done in the same manner in which non-exempt property is appraised, including sketches, correct map numbers and special coding for retrieval by computer.

G. ALL OTHER REAL PROPERTY

The Contractor will appraise all other real property in Beaufort County not covered by the preceding paragraphs, which is required by law to be appraised by the County.

H. IMPROVEMENTS TO LEASED LAND

These improvements will be appraised in the same manner as all other improvements are appraised; also, the Contractor will produce a property record card identifying the improvement value that is on the leased land, the owner of the land, a zero value for the land, and including the parcel number of the land parcel and physical address if applicable.

I. PROPERTY OF PUBLIC SERVICE COMPANIES

The Contractor will not appraise property of public service companies that is appraised by the North Carolina Department of Revenue; however, the Contractor will appraise all real property of such companies situated in Beaufort County that is not appraised by the North Carolina Department of Revenue.

J. PERSONAL PROPERTY

These Specifications do not provide for the appraisal of commercial furniture and fixtures, industrial machinery and equipment or other personal property by the Contractor.

K. DISCOVERED PROPERTY

When the Contractor finds improvements that are not currently on the property record card, he shall document on the front of the property record card that these improvements were not listed for taxes as of the date of his visit and will furnish a list of the same to the Tax Assessor. This will be furnished on a monthly basis or as directed by the Tax Assessor.

III. GENERAL CONDITIONS

A. DIRECTION OF REVALUATION PROGRAM

All decisions as to procedures followed and forms used in the Revaluation shall be made by the Tax Assessor of Beaufort County. While final decisions of values to be assigned to properties for tax purposes must by law be made by officials of Beaufort County, the Contractor's responsibility under this Contract is to advise the County as to the current market value of each item of real property appraised as in Section B below. The entire procedure of the Revaluation Program is to be in accordance with all applicable Statutes of North Carolina. Said Statutes being Subchapter 11 of Chapter 105 of the General Statutes of North Carolina and all other applicable Statutes of North Carolina relating to the reappraisal of property.

B. GENERAL INSTRUCTIONS

Beaufort County expects the Contractor to visit each property and to use all available data to assess properties at a fair and equitable value. The field appraiser will conduct a thorough walk around of the exterior of all structures such that all sides may be visually inspected. If any discrepancies exist, the contactor will be required to measure and list the indicated changes accordingly. Any area of the home that should be sketched on the property record card but has not been at the time of the property visit, such as Finished upstairs, will be estimated to the best of the appraiser's ability and confirmed by comparison to the previous listed area on

the existing property card as well as any other method such as blueprint or sketch from sales record, if available. Digital photos of residences and commercial properties are to be taken and uploaded into the County's CAMA system on all improved properties and a clear picture of the main structure on each Parcel/Card set up as the primary image, with a minimum of one photo taken per sketched building. Commercial and industrial properties shall be carefully reviewed for data accuracy. Beaufort County has attempted to address all leasehold property record cards. The Contractor is expected to match the leasehold card with the land card to reduce the number of structures being double listed. If questionnaires are sent out by the county regarding property information or income data, then contractor will then be responsible for a review of that data to aid in their assessments. The tax office staff will work closely with the Contractor to ensure that these goals are met.

All property as herein defined, shall as far as practical, be valued as its true value in money as of January 1, 2025. The intent and purpose of these Specifications is to have all real property appraised at its true value in money. The term "true value" of property is defined as its market value, that is, the price estimated in terms of money at which the property would change hands between a willing and financially able buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of all the uses to which the property is adapted and for which it is capable of being used.

In determining the true value of land in accordance with North Carolina General Statute 105-317(A)(1), the appraiser shall consider as to each tract, parcel or lot separately listed at least its advantages and disadvantages as to location, zoning, quality of soil, water power, water privileges, mineral, quarry or other valuable deposits, fertility, adaptability for agriculture, timber-producing, commercial, industrial, or other uses; past income, probable future income and any factor that may affect its value, except growing crops of a seasonal or annual nature.

The contractor will prepare and submit to the County for approval a schedule of land values, standards and rules which, when properly applied, will result in appraising all property in an equitable manner at its current market value.

In determining the true value of a building or other improvement the appraiser, in accordance with the provisions of General Statute 105-317 (a) (2), shall consider at least its location, type of construction, age, replacement cost, adaptability for residence, commercial, industrial or other uses; past income, probable future income, and any other factors that may affect its value such as, but not limited to, zoning and neighborhood influence.

Buildings under construction or partially completed improvements will be appraised at their value in degree of completion as of January 1, 2025. The percentage of completion will be noted on the property record card. These parcels will be coded for retrieval by computer.

C. LAWS TO BE OBSERVED

The Contractor is assumed to be familiar with all Federal, State and Local laws, codes, ordinances, and regulations, which in any manner affect those engaged or employed in the work or in any way affect the conduct of the work. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify the provisions of this Contract.

The Contractor will, at all times, observe and comply with all Federal, State and Local laws, orders, codes, ordinances and regulations in any manner affecting the conduct of the work and the Contractor will indemnify and save harmless the County, its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decrees, whether by Contractor or his employees or anyone acting on the Contractor's behalf.

D. RESPONSIBILITY FOR DAMAGE CLAIMS

1. INSURANCE

The Contractor and his insurance carrier shall indemnify and save harmless the County and all its officers, agents and employees from all suits, actions or claims of any character, names and description, brought for or on account of any actual or alleged injuries or damages received or sustained by any person, persons or property, by or from the Contractor or its employees.

Additionally, and pursuant to county policy the Contractor will be responsible for:

1) Workmen's Compensation for the life of the contract for all workers at the site of work.
2) Automobile Bodily Injury and Property Damage Liability of not less than $1 million coverage each for injury, accident, and property.
3) Comprehensive General Liability and other insurances shall protect any subcontractors as well performing under this contract. This amount of insurance shall be no less than $1 million for bodily injury (each occurrence) or combined.
4) Any other insurance required by North Caroline law.
5) Each certificate of insurance cannot be cancelled, reduced in amount or coverage cancelled without 30 days written notice by registered mail. Satisfactory proof of new coverage must be given to the county immediately.

E. PERFORMANCE, LABOR AND MATERIAL BONDS

The Contractor shall furnish a Performance Surety Bond in an amount equal to 100% of the Contract Price. It must be furnished by a corporate surety authorized to do such business in North Carolina. The Bond must secure the faithful performance of the Contract in accordance with these Specifications. It shall indemnify and save harmless the County from all cost and damages by reason of the Contractor's default or failure to faithfully perform the Contract. The Contractor shall also furnish a Labor and Material Payment Bond to secure payment to all persons who have furnished labor and/or materials in the prosecution of the work. The Bond shall also provide that all persons who have furnished labor or materials for use in the prosecution of the work under this Contract and these Specifications shall have

direct right of action under the Bond, subject to the County's priority. The Bond shall be in effect until such time the performance of the Contractor shall deem to be completed as described in Section F.

F. PERFORMANCE OF WORK

The Contractor shall begin the work to be performed under the Contract within thirty (30) days upon its acceptance by the Beaufort County Board of Commissioners and shall carry on the Program of Revaluation as set forth in Specifications and Workflow Schedule. The proposed Schedule of Values shall be presented to the Assessor on or before October 1, 2022. The Contractor shall complete and deliver the finished work to the Assessor on or before September 1, 2022. It is specifically agreed and so declared that time is of the essence in performance of the Contract.

Within thirty (30) days following the acceptance of the Contract by the Beaufort County Board of Commissioners, the Contractor shall present to the Assessor a schedule showing the estimated beginning and completion dates for each phase of work covered by the Contract, said schedule shall be broken down to show the beginning and completion dates according to:

1) Geographical area of the County by townships
2) Market Area concept map
3) Types of property
4) Changes made to building and Outbuilding Codes
5) Changes made to Sketch Labels
6) Data collection by field listers
7) Office work
8) Review of work by competent appraiser

The Contractor shall consult with the Tax Assessor in preparing such schedule and the schedule shall be subject to the approval of the Tax Assessor. After approval of the schedule by the Tax Assessor, the schedule shall be used as the basis for performance of the work covered by the Contract.

Performance by the Contractor shall not be deemed to be completed until all hearings with taxpayer and/or their representatives before the Tax Assessor and before the County Board of Equalization and Review concerning the Revaluation Program shall have been completed and until all appeals from the County Board of Equalization and Review to the Property Tax Commission and/or to the Courts in the case of complaints concerning appraised values have been completed. It is fully understood and agreed that the Contractor shall assist the County Assessor, the County Board of Equalization and Review and the County Board of Commissioners in the event any one or all of them are required to appear before the Property Tax Commission or the Courts in matters growing out of complaints concerning the assessed valuation of real property.

Of utmost importance in this Contract is the quality of work performed by the Contractor, and to that end, this Contract will be deemed acceptable provided the coefficient of dispersion about the median does not exceed 10% when 80% of the sales that culminated during fiscal year 2019-2022 are included in the study. In addition, a ratio study is to be done utilizing 80% of the sales during the last 2

quarters of the year 2022 and the first quarter of 2025 resulting in a coefficient of dispersion about the median not to exceed 10%. The county reserves the right to stratify as to location, property type, etc. as it so desires, in any ratio study when adequate data is available. A copy of the sales used in the ratio study shall be included with the manual.

Performance Standards for Residential and Commercial Property Appraisers

1. Measure all buildings accurately, within one foot of linear measurements.
2. Complete all descriptive forms, including work on property record cards with at least 95% accuracy. **
3. Meet or exceed production levels established.
4. Maintain complete and accurate records of weekly production on forms provided by the County and submit these forms for the prior week's activities to the County's Appraisal Manager each Monday.
5. Complete all land values and analysis with at least 95% accuracy.**
6. Complete all residential review work with at least 95% accuracy.**
7. Complete other assignments/duties which the Contractor/Provided may be called upon to perform under this contract with at least 95% accuracy.**

** Where accuracy levels are disputed, the County's determination shall prevail unless the Provider can demonstrate that the County's calculations are erroneous.

G. PERSONNEL

The Contractor will use competent employees of good character on the work and in an adequate number to expeditiously prosecute the work. All employees must have sufficient skill and experience to perform properly the work assigned to them. Employees conducting appraisals or other skilled work shall not be less than twenty-one (21) years of age and shall have sufficient education, training and experience in such work to perform it properly and satisfactorily in the manner prescribed in these Specifications. Such employees must have not less than two (2) years of active practical and extensive experience appraising commercial, industrial, residential, and farm properties and have successfully passed the examination administered to such persons by the Ad Valorem Tax Division of the North Carolina Department of Revenue. Ten (10) calendar days prior to bringing any employee to the job, the Contractor must furnish in detail to the Tax Assessor with respect to each employee who will execute appraisals, an affidavit specifying his or her qualifications and experience and prior work location. The Contractor must always employ a sufficient number of qualified and experienced employees to perform the work expeditiously and in a timely and controlled manner. Complete instructions and direction of all members of the personnel connected with the Revaluation shall be supplied by the Contractor.

The Contractor will furnish the Tax Assessor a list of all persons to be employed for acceptance or rejection by the County. The County may require the Contractor to remove from the work any person the County considers to be incompetent, inexperienced, or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be employed again to work in Beaufort County without the written consent of the County. No employee of the Contractor is to be deemed an employee or agent of the County and is not entitled to any benefits from the County not specifically stated herein.

The project manager or responsible head of the field organization of the Contractor in charge of this Appraisal Program and other key personnel shall not be transferred away from the County and the work to be performed under this Contract, or shifted, or replaced without the written consent of the County having been first obtained. The County has the right to approve or reject all personnel working on the project.

The Contractor will train any and all personnel designated by the Beaufort County Assessor in the appraisal techniques and procedures utilized by the Contractor in the appraisal of all real property in Beaufort County. Instruction shall also be given in the use of the Assessor's Manual and the Schedules of Value for all types of real property, so that the County's appraisers may be prepared to do appraisal work for the County in the future.

All vehicles used by the personnel of the Contractor in the performance of duties herein described shall be identifiable by signs located on each side of said vehicles, which sign shall meet the following requirements:

1) Letters at least 2" high
2) Contain words "County Revaluation"
3) Variations only as directed by the Tax Assessor

All field personnel shall display a personal identification badge that shall include name, photograph, company name, and employee's title and signature.

H. OFFICE SPACE

Office space necessary for the performance of the clerical work will be provided by Beaufort County. All necessary tables, chairs and filing cabinets for such office space will be supplied by the County. The Contractor will provide at their expense all supplies, cards, and field record sheets needed in performing the works, and all reports and manuals to be delivered to the County as set forth in this Contract. All machinery and equipment necessary to complete the work shall be supplied by the Contractor including: (computer equipment, data entry devices, and printers).

I. USE OF RECORDS AND MAPS

Subject to schedules and procedures approved by the Assessor all maps, tax records, data, and information in the possession of the County Assessor pertaining to properties covered by these Specifications will be made available to the Contractor. This is to cover the use of all information currently existing on the property record cards. All information and sketches, if used by the Contractor, will be verified in the field and will be the Contractor's responsibility.

The Contractor will be responsible for updating all property record cards utilizing the Denali appraisal software in order to reflect any changes in values due to addition, improvements or any other factors affecting the value of the parcels.

A system approved by the Beaufort County Assessor shall be employed for keeping an accurate account of all maps and records that shall be taken by the Contractor from the County's files. Such maps, records and data will be carefully preserved and will be returned to the Assessor as soon as the use of same has been completed.

The Assessor will furnish the Contractor with a set of tax maps of the County but cannot assure the accuracy of same.

J. SUPPORT OF VALUES

Upon the delivery of completed appraisal work, notices of the new assessments will be prepared for all real property owners by the Contractor, subject to approval by the Assessor. Informal hearings will be scheduled by appointments and conducted by the Contractor in a meeting room furnished by Beaufort County. The Contractor will provide the services of a sufficient number of qualified appraisers for as long as necessary, after valuation notices are mailed by the County, to assist the Tax Assessor in explaining appraisals and the valuation procedures used. During the informal process all changes in appraisal that provide a 10 percent, lesser or greater, deviation from the revaluation value are to be approved by the Assessor or his designated representative, and the property owner will be notified by mail of the corrected value.

As previously stated, the project manager or the responsible head of the field organization of the Contractor in charge of the Revaluation Program in the County will not be transferred out of the County, except by written consent by the Assessor.

He/She or an approved substitute will be present at all official meetings of the Board of Equalization and Review and all informal hearings following the completion of the work until all complaints are heard and disposed of, to assist in the settlement of complaints and to defend the values placed upon the various properties. It is further agreed that qualified appraisers shall be provided by the Contractor to assist the County in the event of appeals from the Board of Equalization and Review to the Property Tax Commission and/or to the Courts. This service shall be provided at no additional cost to the County in the case of complaints as to assessed valuation.

K. TERMINATION OF CONTRACT

The Contract may be terminated by the County for the following reasons:

1) Failure by the Contractor to start the work on the date specified.
2) Reasonable evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time.
3) Failure on the part of the Contractor to comply with any of the provisions of the Contract.

Before the Contract may be terminated, the Contractor and its surety must be notified in writing by the County of the conditions which make termination of the Contract imminent. Ten (10) days after this notice is given, if a satisfactory effort has not been made by the Contractor or its surety to correct the conditions, the County may declare the Contract terminated, notify the Contractor and its surety accordingly, and pursue any right and remedy under this Contract and Bond.

In the event this Contract is terminated, the County reserves the right to take possession of all completed work, work in progress, materials, or any other part of the work, to account for said work and material and to use same to complete the project in accordance with the Contract Specifications and the provisions and conditions of the two (2) Bonds attached hereto. When the work is thus finally

completed, the total cost of same will be computed: if the total price is more than the Contract pricing, the difference shall be paid by the Contractor or his surety or sureties.

L. SUBLETTING AND ASSIGNING CONTRACT

The Contractor shall not assign, transfer or sublet the Contract or any interest therein without first receiving written approval from the County and from the sureties on the Bonds of the Contractor and the Contractor's liability carrier.

M. LIQUIDATED DAMAGES

In the event that the appraisal and revaluation of all property herein required to be appraised and revalued is not completed by the date set forth in the Contract, the sum of $1000.00 per day (Saturdays, Sundays and holidays excluded) shall be assessed against the Contractor for the first thirty (30) day period and $1200.00 per day thereafter, which said amounts shall be considered as liquidated damages for such delay in performance and shall be deducted from the final payment of the compensation herein provided.

IV. WORK TO BE PERFORMED

A. ASSESSOR'S MANUAL AND COST SCHEDULES

The Contractor shall prepare and furnish the County with ten (10) typed or printed copies and one copy in electronic format of an Assessment Manual, Cost Schedules, Land Value Schedules, and Schedules of Value (after approval of same by the Board of Commissioners) prior to finalizing any appraisals as set forth below:

1. CONTENTS OF MANUAL

(1) Introduction
(2) Outline of the principles and essentials of uniform property valuation and assessment.
(3) Individual property record cards (explain use of land essential information to be furnished on property cards).
(4) Valuation of lots and parcels of land.
(a) Explanation of land value, classes and grades and method by which it was determined, including neighborhood analysis.
(b) Land value schedules, including maps, depth tables and land rules.
(i) For residential, commercial and industrial property.
(ii) For rural un-subdivided land.
(iii)For agricultural, horticultural and forest land appraisals the Contractor shall prepare two schedules, one that reflects market value and one that reflects land use value as required by G. S. 105-277.6.
(iv)The Contractor will utilize information from the North Carolina Department of Revenue concerning the most recent land use values. The Contractor will assist the County in converting to a land use schedule using a soil

type valuation method and Denali CAMA software and the County's GIS with the USDA soil layers.

(c) Explanation of method of determining base land value, to include any influences from corner or economic impacts.

(d) Each parcel of unimproved land is to be carefully analyzed and necessary adjustments should be made to tracts that have irregular size and shape characteristics.

(5) Market Area Brief Summary

(6) Valuation of Buildings

(7) Specifications and detailed schedules of reproduction costs on all types of houses, commercial properties and special-purpose buildings shall be in square foot increments. Reproduction costs of commercial, industrial and special-purpose buildings, where story height makes it impractical to use square foot costs, will be in cubic feet.

(a) Tables of base reproduction cost for houses, commercial and special-purpose buildings.

(i) 5 grades of houses of varying building heights from one story to three stories, with a grade factor symbol (+10 or -10 with exceptions above Excellent Grade) to accomplish any necessary adjustment if the house being appraised does not fall exactly on a specific grade. Pictures of each grade will be taken of representative houses in the County. A solid description of each grade will be part of the manual.

(ii) Commercial and special-purpose building costs varied by size, and story height.

(iii)Representative pictures of buildings taken in the County, of different type grades of commercial and industrial buildings, should be entered at this point in the manual.

(iv)Explanations and instructions in determining grades of all types of buildings should be entered at this point in the manual and elsewhere if needed. These instructions should include the components of each grade of construction.

(v) If the Contractor does not employ the grading system as stated in 2 (a) and (d) above, an acceptable substitute shall be agreed upon by the County and the Contractor.

(vi)It is specifically understood that pictures of representative buildings in the County be utilized, as explained in 2 (a) above, in whatever grading system is used or agreed upon.

(b) Table of additions and deductions from base reproduction cost to meet the requirements of the County as determined in consultation with the Assessor.

(c) Base Replacement costs for one story additions, carports, attached garages, fireplaces, porches, decks, and sun porches, etc.

(8) Depreciation Tables

(a) Physical depreciation

(i) Physical depreciation tables or age-life tables on all

classes of buildings, including a consolidated rate percentage table.

(ii) Examples of application of building depreciation tables.

(b) Functional and economic obsolescence

(c) Examples of application of functional and economic obsolescence on all classes of residential, farm, commercial, and industrial buildings for over-improvement, under-improvement, location, out of business and lack of functional utility.

(9) Income Approach to Value

(a) Range of capitalization rates for Beaufort County.

(b) Explanations of capitalization rates as applied in Beaufort County and how developed and applied.

(c) Market rents and expenses are developed for the commercial and industrial properties.

(d) Section 42 low-income housing property should be identified by Contractor and assessed using the income approach to value as required by North Carolina General Statute 105-277.16. All income and expense data used along with the capitalization rates applied should be submitted to the Tax Assessor when all work is completed.

(10) Metal buildings (post frame and steel frame), grain bins, all types of swine buildings, chicken houses, turkey houses and all other buildings unique to the county. Schedules for the aforementioned buildings should show cost variations and components for different construction types of similar buildings. Representative pictures should also be used.

(a) A separate schedule for appraising manufactured homes as real estate shall be prepared and include, but not limited to, the following:

i. Cost Tables

ii. Grading/ Point System

iii. Depreciation Tables

(11) Additional information may be added as agreed upon by the County and The Contractor.

(a) Schedule by components of construction for commercial and industrial buildings.

(b) Emphasis on zoning should be considered and explained at this point in the manual. Zoning maps should be acquired from any municipalities in the County that utilize such and used when appraising properties with zoning restrictions. Correct zoning codes shall be recorded on the property cards and in the computer by the Contractor.

(c) Explanatory appraisals demonstrating use of the manual in appraising selected residences, farms, commercial and industrial buildings, and mobile homes (single and doublewides considered as real estate) in the County.

(d) Any other information, facts or factors, which may be used in determining the true value in money of the real property to be appraised.

2. PREPARATION OF ASSESSOR'S MANUAL, COST SCHEDULES AND SCHEDULES OF VALUE

This manual shall contain the detailed data from realtors, lending institutions, revenue stamps (verified), etc., used in preparing the units of land value.

This manual shall also contain a breakdown in detail of all data used in making up all schedules, costs, etc., including prevailing material costs, the source of this information, and analyzed cost for residential, farm, commercial and industrial building construction. A careful investigation of local market on construction costs shall be made, and this manual must be tested for both new and existing construction. Prices of materials in various quantities and qualities shall be obtained from local material dealers. Current wage scales for various types of building construction shall be carefully investigated and the labor efficiency for several trades on the various classes of work shall be considered in the determination of building schedules.

Market areas are to be utilized in the arrival of value, and the manual will highlight the basics for how these are determined and maintained.

From the foregoing information unit construction costs shall be analyzed for all materials and fixed equipment entering into the construction of all types of buildings, which construction cost shall include architects' and engineers' fees, together with contractor's overhead and profit and shall reflect the average cost of material in place for houses of cheap construction, houses of ordinary construction and houses of high-quality construction. Separate unit costs shall be developed in the same manner for all types of commercial, industrial, farm and special-purpose buildings. After such costs are developed, they shall be applied to new construction of known cost to prove their accuracy. When such accuracy is determined or proven in a manner acceptable to the County, schedules shall be prepared for any and all variations from base, including the values of the following items: all types of wall construction, roofs, floors, heating, plumbing, fireplaces and stacks, air conditioning, interior finish, tiling, finished attics, multiple family houses, recreation rooms, basements, finished basements, insulation, lighting systems, etc.

Tables shall show additions and deductions from base prices shown in each residential, commercial, industrial, farm and special-purpose building schedule. Every change from base specifications shall be recorded in pricing schedules and on property record cards. Prices for various sizes and types of garages, fireplaces, sun porches, carports, patios, outbuildings, elevators, or any improvement which does not fall within the base rate table.

All of the foregoing data shall be set up in an easily comprehensible

manner enabling the County to show the taxpayer how the property valuations were determined. All data used to make up the manual and to substantiate sales must be turned over to the Beaufort County Assessor.

The design of the manual must be approved by the Beaufort County Tax Assessor, and personnel designated by the Tax Assessor are to be trained in the use of the Assessor's Manual and the Schedules of Value during the revaluation period.

B. PROPERTY APPRAISALS

1. COMMERCIAL PROPERTY

i. COMMERCIAL BUILDINGS

All commercial buildings shall be carefully visited and visibly verified and to ensure accuracy of information shown on the property record card, and the name of the occupant will be noted under "remarks". A careful inspection of each building shall be made of all construction and fixed building improvements noted on the property record card. Master reproduction cost schedules, which have been checked against actual recent costs of new construction in the County or in comparable communities will be applied to existing construction for the determination of accurate and consistent replacement values less any physical, functional, or economic depreciation. In addition to appraisal at depreciated replacement cost, each commercial building shall be appraised by the market and income method, where applicable, as prescribed in the manual. The Contractor shall enter the replacement cost less depreciation on the property record card and in the computer. The income and market value method will be used in support of the replacement value and will also be entered in the computer for future retrieval.

Commercial properties will also be reviewed to make sure the correct number of solid waste fees are being assessed, based on any current county guidelines on solid waste fees.

All apartment houses of three or more dwelling units and other dwellings designed or redesigned for such occupancy, all groups of apartment properties will be appraised by the Contractor in the manner of commercial properties with a sketch and appraisal card for each building in the apartment complex. Also noted will be the number of units in each building and their breakdowns as to bedroom and bath count with the rents for each type. A report for apartments will follow, listing of all apartments and their variable breakdowns. The listing will be used as an analytical report. The appraisal of apartment houses is to be complete with analysis of income in the same manner as in the appraisal of other commercial property.

ii. COMMERCIAL AND APARTMENT LAND

The Contractor shall make a study of both the central business districts and outlying business areas for all towns in Beaufort County. Upon completion of this study, an outline block map is to be prepared by the Contractor listing front foot and land value for each side of each block of the specified business district. Depth tables and corner and other applicable tables shall be developed by the Contractor for the pricing of commercial lots. These tables shall be in accordance with current sound practices of land valuations.

Upon determination of such final front foot values for commercial properties by the Contractor, the value of each individual parcel of land shall be computed on the permanent record card. Commercial land values in rural areas of Beaufort County shall be established, usually on an acreage basis.

If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified and the part within such town or city shall be defined and listed accordingly.

iii. DATA ENTRY OF COMMERCIAL PROPERTY

When doing data entry for commercial property in which the income approach was utilized, the contractor will input into DENALI the income pro forma used to value the individual property. This will be done for Hotels, Fast Food, Apartments, Shopping Centers and any other property where the income approach was computed to determine value.

iv. REVIEW OF COMMERCIAL PROPERTY

Upon completion of the appraisal of individual parcels of commercial land, each commercial property shall be carefully reviewed by an experienced commercial appraiser of the Contractor for the careful consideration of the economic factor which enters into its valuation, such as location, design, surplus capacity or inadequacy, obsolescence, and rent possibilities, both present and expected.

2. INDUSTRIAL PROPERTY

i. A complete appraisal of each individual plant in the County shall be prepared by the Contractor based upon the careful inspection of each of such property, and the name of the occupant will be noted under "remarks".

a. INDUSTRIAL BUILDINGS

Plat plans of each building shall be drawn to scale with buildings numbered and shown in their proper location and sizes. Buildings shall be described by their component parts, with replacement values being determined by a unit cost appraisal less any depreciation. The market and income approaches to value shall be utilized where applicable. The Contractor shall enter the replacement cost less

depreciation on the record card and in the computer. The income and market value method will be used in support of the replacement value and will be entered in the computer for future retrieval.

b. INDUSTRIAL LAND VALUATIONS

The Contractor shall make a study of each individual property and of the various industrial sections of the County. Upon completion of this study, the Contractor's appraisers are to prepare an outline block map (or sketch) indicating front foot, acreage or square foot land values for each parcel of industrial property. Upon the determination of final land values for industrial property, the Contractor shall compute the value of each individual parcel of industrial land.

c. REPORTS

These shall be designed and provided by the Contractor: a complete separate report, summarized, typed and bound with sketches drawn to scale, and an appraisal for each and every building of an industrial plant. The total appraisal of each building shall be posted to the summary sheet of the report listing buildings 1 of 2, etc. Also provided in this report will be a plat showing proximity of all buildings to main plant structure. Total values of industrial plants showing a summary of land and buildings shall be placed on property record cards for filing purposes.

d. PUBLIC UTILITIES

The contractor shall appraise all properties of Public Utility companies located within the County and that are not required by law to be appraised by the North Carolina Department of Revenue, Local Government Division. The properties of all cable, water, truck, and bus companies will be appraised locally by the Contractor. The Contractor will place a value on the non-system tracts.

3. RESIDENTIAL PROPERTY

i. RESIDENCES, BUILDINGS AND STRUCTURES

Every lot, parcel, tract, building, structure, and improvement being appraised shall be visited, observed and appraised by a competent appraiser to ensure accuracy of information on the field record card. All outbuildings will be described as per size, major construction material, approximate age and type of use. In the case of changes, additions, suspected errors in the original recording or other discrepancies, such changes, additions, and discrepancies shall be measured, listed and sketched and property record cards flagged for appraisal by a competent appraiser of the Contractor's staff. Careful inspection shall be made of the exterior by a competent appraiser, and it shall be the responsibility of the Contractor to make the necessary effort to inspect any property that is posted and/or quarantined or give good reason as to the reason for lack of a physical inspection. In the case of changes, additions, suspected errors in the original recording, or other discrepancies, such changes, additions, and discrepancies

shall be measured, listed, and sketched, and card flagged for appraisal by a competent appraiser of the Contractor's staff.

The type of construction shall be recorded by component parts, such as exterior walls, roofing structure, roofing cover, interior walls, interior flooring, heating and fuel type, air conditioning, bedrooms, baths, number of stories, style, fireplaces, quality of construction, actual year built, effective year built, economic obsolescence, functional obsolescence, whether the property is under construction, abnormal or physical depreciation and/or physical damage.

For condominiums, the Contractor must also list any additional pertinent features such as which floor/floors the condominium is situated on, any influence from view or other notes specific to a condominium. The contractor shall consider if the current method of having the portion of common ownership overall listed in the outbuildings is the best way to value these properties, and to present a plan to change that methodology or continue that way. Whichever method used, shall be approved by the Assessor and be employed by the contractor for condominiums appraisals.

ii. Farm homes shall be visited and inspected in the manner as other residential buildings. All other farm buildings and structures will be checked for accurate measurements and listed on the field property record card according to the use, type of construction, size, age, condition and amount of depreciation. These buildings shall be appraised at their true value. It is specifically understood that the Contractor will make sure that farm property is sufficiently reviewed to make sure that all buildings are property listed.

iii. Upon inspection of real property that has a manufactured (mobile) home located on the premises, the appraisal card will be marked to identify when the manufactured home is listed as personal property. If this should be listed as personal property the Contractor will inquire as to ownership of manufactured home as well as ownership of the real property if possible, and note on property record, if possible, whether by visibility or inquiry from owner, the serial number of the manufactured home. If the manufactured home meets the standards of real property of real property as per North Carolina General Statute 105-273 (13), it will be listed as real property and will be sketched and priced as a manufactured residential dwelling.

iv. It is specifically understood that all residential property will be appraised by the replacement cost less depreciation and the market method. The Contractor shall enter the replacement cost less depreciation on the record card and in the computer. The market value method will be used in support of the replacement value and will also be entered in the computer for future retrieval.

v. A physical visit will be made to all County residences. If an adult of the household is at home, the field appraiser will question for information on the interior characteristics. If an at the door interview is not possible, the field appraiser will use visual inspection from outside and his professional knowledge to arrive at the best estimate of the interior characteristics. In the event the property owner is not at home at the time of the field appraiser's visit, a notice of the attempt to contact the property owner shall be left by the field appraiser. This

notice shall be in the form of a door hanger, design to be approved by the Tax Assessor. The door hanger is to be designed to allow owner/tenant to make contact with the Contractor to assure accuracy of data to be gathered.

Note: In any event, the field appraiser will make a complete tour around the exterior of the residence such that all sides can be visually inspected. Measurements must be taken when there is a discrepancy with information on the current property record card. It shall be the responsibility of the Contractor to make the necessary effort to inspect any property that is posted and/or quarantined. This shall include, but not limited to, attempts to contact the property owner by telephone, mail, and email. If, after all attempts are made, the Contractor is unsuccessful in contacting the property owner and obtaining permission to physically enter and inspect the property, the Contractor must notify the Tax Assessor.

vi. Commercial properties will also be reviewed to make sure the correct number of solid waste fees are being assessed, based on any current county guidelines on solid waste fees.

4. VALUATION OF LAND

i. The Contractor will make a careful investigation of the true value of all classes of land, giving due consideration to all factors enumerated in these Specifications. Sales data covering market value shall be secured and this data will be analyzed, checked and recorded on cards. Owners, realtors, bankers and others shall be asked to provide full information relative to sales of property within the County.

If all or part of such property shall be within the boundaries of any incorporated town or city, such fact shall be specified, and the part within such town or city will be defined and listed accordingly.

Buildings, structures and other improvements will be appraised, and their true value recorded separately from the land on which they are located.

The Contractor will furnish "land value maps" which will reflect the neighborhood concept. The maps will indicate the appraised values per parcel or per block. These values will be stated in terms of the units in which the land is normally sold. In addition, current sales data will be recorded on these maps. Sales data will be indicated from revenue stamps, noted on the property record cards and confirmed in sufficient number to ensure compliance with these Specifications. The Contractor shall furnish the County for its information, use and future reference the detailed data which was used to arrive at the units of land value and serve to substantiate these values, bound in a suitable folder, which shall become the property of the County.

ii. AGRICULTURAL, HORTICULTURAL AND FORESTLAND

Agricultural, horticultural and forestland will be appraised at its true value as required by G.S. 105-317 (b) (1). The Contractor will utilize information from the N.C. Department of Revenue concerning land use values. The Contractor will assist the Assessor with the development of Present-Use Value Schedules that are required by G.S. 105-317 (b) (1). The Contractor will utilize information from

the N.C. Department of Revenue concerning land use values. The Contractor will apply the present use value schedule using a soil type valuation method and DENALI CAMA software and the County's GIS with USDA soil layers. The Tax Assessor will determine eligibility for Present-Use Value treatment and will be responsible for applying the Present-Use Value Schedules to qualifying parcels.

iii. SMALL ACREAGE TRACTS

A pricing schedule applicable to small acreage tracts, especially those of twenty-five (25) acres or less which have potential other than farm usage, shall be prepared by the Contractor. Size of tracts has a direct bearing on the value. The schedule must be flexible to appraise at market value all acreage tracts regardless of size.

iv. FARM SERVICE AGENCY/SOIL CONSERVATION SERVICE MAPS

The Contractor shall utilize the maps these departments have available in determining the amount of cleared acres and soil types when appraising property.

5. OTHER PROPERTY

i. GRAIN BINS AND GREENHOUSES

For the purpose of this revaluation, grain bins and greenhouses are to be considered as personal property if the owner has provided to the Tax Assessor the original cost new and acquisition date of the grain bins and greenhouses. To ensure that all grain bins and greenhouses are listed and assessed, the field appraiser will note on the property record card the presence of all grain bins and greenhouses and a description of each grain bin and greenhouse (size, quantity, etc.). It is essential that the ownership and location of every grain bin and greenhouse be determined by the field appraiser. In those situations, wherein the owner has not provided the cost information, the grain bins and greenhouses will be considered real property and the contractor will develop schedules as necessary.

ii. MOBILE HOMES/MODULAR HOMES

These homes are to be considered as real property and are to be so valued if the following conditions are met:

1. Is a mobile home, doublewide, triple wide, or modular home
2. Has a permanent foundation or additions/improvements in excess of $1,000 in value
3. Other similar conditions that appear to give it a look of permanency
4. Located on land owned by the individual

Modular homes will be appraised from the same set of schedules as site-built homes but must be identified on the property record card as a modular home. All triple wide, doublewide, and singlewide mobile homes which meet the requirements as real property will be appraised by the mobile home schedule.

iii. If camper/RV's have hookups on the property, that is to be noted on the property record card

iv. All other real property not covered under this Section and required by law to be appraised by the County will be appraised at true value, using acceptable appraisal standards.

6. DIGITAL PHOTOGRAPHY AND FIELD OPERATIONS

i. The Contractor shall take, upload and set as primary photo on each property card, digital photographic images of all residential, commercial and industrial properties and significant other structures. At minimum, there shall be one picture per each sketched building. Each image will display date the image was taken. All images shall be uploaded on the parcel record card in the DENALI CAMA system. Images to be uploaded prior to any office operations including data entry or data change.
   1. Photos will be submitted in JPEG Format to Beaufort County.
   2. Each image will be stored in the industry standard JPEG Format and will be assigned as eight-digit unique ID number as represented in CAMA system as a PPN number and to be the same numbering system currently in use by the County.
   3. Each image will show only the structure and an identifier (if necessary). Each image will display the date the image was taken. No other text or numbers will be added to the photo by post processing operations.

ii. Field operations will involve actual onsite inspections of all real property with the supervision, verification and inspection of property record cards, making appraisals of individual properties to include the following:
   1. Examination, analysis and verification of the land classification data and entries of the classification, zoning, use and other important characteristics for land valuation on the property record cards.
   2. Continuous supervision of personnel engaged by the Contractor to record data on type, construction and other important elements and conditions of each building being appraised.
   3. Examination, verification, or correction of the exterior measurements of the building dimensions. Careful interior inspection of each build shall be made from basement to attic where it is possible to gain access and all construction data carefully noted on the property record cards.
   4. Examination, analysis and verification of the important building characteristics, conditions, and the building classifications on each property record card.
   5. Field review examinations to verify the accuracy of data entered on the property record cards, reviewing correctness of lot and building descriptions and conditions as to depreciations and obsolescence allowed, also comparison with like property values.
   6. Income approach on all commercial and income producing properties, utilizing the best practices of appraisal methods.
   7. Sales ratio study of all arms' length sales during the years 2019, 2018, and 2017. Each sale shall indicate by what means it was verified.

7. OFFICE OPERATIONS

i. The office operations will include the analysis of individual real property record cards and the extension of applicable unit values to each lot and building, the addition or deduction of other than standard conditions and the addition of building and land values, where applicable, to determine total valuations. For each individual property, this phase includes the following:

1. Examination, analysis, and verification of land classifications and calculating land values on the basis of unit: front foot, square foot, unit cost or acreage.
2. Examination, verification, or correction of information on property record cards, calculating and noting square foot or cubic foot content of different classes of residential, commercial, industrial and all other buildings on each property record card.
3. Examination, verification and establishment of base unit costs with additions or deductions, depreciation allowances and special obsolescence for applicable building classifications.
4. Extending unit costs and computing building valuations and verifying same on the basis of replacement costs less depreciation and related appraisal approaches, such as the income capitalization and the comparative sales approaches.
5. Verifying all data that is entered in the County's computer system. NOTE: The Tax Assessor will conduct data audits to ensure correct information is being inputted properly. These audits will be regular in frequency, and a 95% or better accuracy level is required.

8. FINAL REVIEW

A final parcel review by qualified appraisal personnel of the Contractor for the purpose of discovering errors and to certify accuracy of the reasonableness of resulting values, taking all factors, especially location and shape of parcels, into consideration, all in accordance with the applicable requirements of the Machinery Act. This review shall be thorough in order to assure an efficient appraisal of all properties.

Reviewing with the Tax Assessor for their acceptance and approval the procedures, standards, schedules, and records used in making the property appraisals: training assessment personnel in order that the assessing office may apply the same to new and altered properties after the original appraisal. A comparison sheet as specified by the Tax Assessor shall be prepared by the Contractor for certain types of property requested by the Assessor.

9. QUALITY CONTROL

The County reserves the right to implement whatever quality control system necessary in order to ensure all residences in the County are being inspected by the Contractor in accordance with the criteria outlined above. The Contractor agrees to correct any errors discovered by the County.

The project coordinator (or other designee approved by the County) will inspect at least 10% of all work produced monthly to verify its accuracy and completeness. Provider will record the results of such quality control inspections on forms furnished by the County and will submit these quality control forms

with monthly invoices for work performed under this Agreement.

The County shall have the right to inspect the Provider's worksheets, and to take whatever additional actions it deems necessary to verify that the work performed is being performed to the contract specifications. If the County determines that any portion of the work submitted fails to comply with contract standards, the County may withhold payment for such portion until the work has been satisfactorily completed, the County shall have the right to withhold payment for all of that appraiser's work until it has been reviewed and determined to meet contract standards as reviewed by either a county appraiser or the Tax Assessor.

10. RECORD CARDS

Property record cards will include all items of information in connection with the construction, age, condition, depreciation, outline sketch and pricing data of each building together with the owner's name, address, road name and number, house numbers, available lot, block, map and numbers, etc., and shall be used to record all pertinent information relative to the land, buildings, and total valuation of each. The record cards will be furnished at the expense of the Contractor.

All cards will be filed according to a method determined by the Assessor (alphabetical or geographical order).

The Contractor will provide at their own expense all supplies, cards and field record sheets needed in performing the work, and all reports and manuals to be delivered to the County as set forth in this Contract.

The Contractor will, upon completion and acceptance of the work, deliver to the Beaufort County Assessor for future reference all field notes, cards and work sheets on all kinds and classes of properties valued in the appraisal, identified as to parcel number and owner. The Contractor will also deliver to the Assessor all detailed data developed and used to determine the unit land values, which serve to substantiate the 2025 values. The submission of this data shall be in electronic format (pdf, jpeg, tiff) identified by parcel number. If contract is terminated, all property record cards will be delivered to Beaufort County.

11. PUBLIC RELATIONS

At all times during the Contract and the work on the Revaluation Program, the Contractor and his employees will endeavor to promote friendly relations with the taxpayers and the general public. Press releases and other publicity proposed by the Contractor will be presented to the Tax Assessor and receive approval before being released. The Contractor will, at the request of the Tax Assessor, make available qualified speakers to acquaint groups of people with any phase of the revaluation program.

The Contractor will not release any proposed values, appraisals, data, or any other information, either acquired or in the possession of the Contractor, to any person, firm, association, or organization without the express written approval by the Tax Assessor prior to release.

12. GENERAL REQUIREMENTS/CONDITIONS

Prior to commencement of work, the Tax Assessor and the Contractor will coordinate and agree to the scheduling of work to be delivered. All images, tapes, working files and final deliverables shall be considered the property of Beaufort County and shall be delivered to the Tax Assessor upon completion and acceptance of work. The Contractor shall not use the captured images for any purpose other than fulfillment of Contract requirements, unless authorized by the Tax Assessor.

V. COMPENSATION AND TERMS

A. PROGRESS REPORTS AND PAYMENTS

The project manager will meet with the Assessor and/or his designated staff a minimum of twice a month for a review of progress and any known issues or findings, at the first meeting each through a method approved by the Tax Assessor, the Contractor will make a Progress Report to the Assessor or designated staff. The report will show the percentage of completion of each phase of the work performed under terms of the negotiated work schedule. On the basis of each Progress Report the County will make progress payments as follows:

i. On or about the tenth day of each month the County will pay the Contractor ninety percent (90%) of the Contract price based on the value of work performed by the Contractor through the last day of the previous month as estimated by the County from progress reports and monthly invoices submitted by the Contractor, less the aggregate of previous payments. The estimates shall be approximate only and all partial payments and monthly estimates and payments shall be subject to correction in the estimate rendered following discovery of an error in any previous estimate. The schedule of payment contemplates the County's withholding payment of ten percent (10%) of the value of all completed work until such time that the County is satisfied that all such work conforms to the requirements of these specifications.

Should any defective work be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, there will be deducted from the first estimate rendered after discovery, an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent estimate until the defects have been remedied or the cause or doubt removed.

B. ACCEPTANCE AND FINAL PAYMENT

When the work has been completed and delivered to the County by the Contractor, the County will within sixty (60) days thereafter examine and review the same to determine whether the work has been completed in strict accordance with the specifications, conditions and stipulations contained in this contract.

If upon such examination and review, the County finds that the work has been completed and delivered in accordance with the specifications, the work will be accepted and the remaining balance on said Contract price will become due and payable as follows:

i. The difference between the amount already paid and ninety percent (90%) of the total Contract price will be paid to the Contractor at this point.
ii. One-half of the unpaid balance, five percent (5%), of the Contract price will be paid to the Contractor upon completion of the 2022 new construction appraisals and the completion of the 2025 informal hearings.
iii. One-fourth of the unpaid balance, two- and one-half percent (2.5%), will be paid to the Contractor at the conclusion of all appeals to the Board of Equalization and Review.
iv. The remaining one-fourth of the unpaid balance, two- and one-half percent (2.5%), will be paid to the Contractor at the conclusion of any appeals to the Property Tax Commission or to the Courts

VI. DATA PROCESSING

Beaufort County uses the Denali CAMA property appraisal software package which will be the required operating system for the finished product. Jobs of either agency, which will make extra ordinary demands on the CPU, (i.e., large sorts) must be scheduled through the Assessor's office.

ADDENDUM 4

Award Contract for Yeatesville Collection Site Improvements

Bid Tabulation

Bid/Quote Tabulation

Project: RFP SW-FY22-004
Date: April 20, 2022 10:00AM

Description: **Solid Waste Site Improvements - Yeatesville**
(as per RFP)

Vendor Name	Bid Form Complete and Notarized	Bidder Qualifications	References	Acknowledgement of Amendments	Noncollusion Affidavit	Total Construction Cost
B E Singleton	✓	✓	✓	N/A	✓	$55,905.00
				N/A		
NC Earthworks	✓	✓	✓	N/A	✓	$80,558.75
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		
				N/A		

Authorized Signature / Commissioner : Edwin Bost

Witness: Hollie Jones 4/20/2022

Request for Proposals
Public Works

Solid Waste Site Improvements - Yeatesville
Beaufort County, North Carolina

Issue Date: Monday, April 4, 2022

Bid Due Date: Wednesday, April 20, 2022 by 10:00 AM
132 West 2nd Street
Washington, NC

CONTACT PERSONS:

Questions Regarding the Bid Package
Hollie Jones
Purchasing Agent
Phone: (252) 946-7721 x1080
Email: hollie.jones@co.beaufort.nc.us

Questions Regarding the Specifications
Marie Peedin, PE
Inner Banks Engineering, PC
Phone: (252) 945-2983
Email: mupeedin@ibxengineering.com

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SECTION 1 - NOTICE TO BIDDERS

Beaufort County is requesting proposals from experienced Contractors who specialize in grading and site construction. The scope of work and all other details and requirements are included in the RFP.

Bids will be received for a single prime contract. Bids shall be on a unit price basis as indicated on the Bid Form.

Sealed proposals will be received by the County at the Beaufort County Financial Services Center until **10:00 AM, Wednesday, April 20th, 2022** at which time proposals will be publicly opened and read aloud. Any proposals received later than the specified time will not be accepted or considered. The proposal must be signed by an official authorized to bind the Contractor/Proposer and should be clearly marked ***"Bid Enclosed, Solid Waste Site Improvements - Yeatesville – ATTN: Hollie Jones"*** on the outside of the proposal package or mail carrier envelope. Beaufort County assumes no responsibility for unmarked or incorrectly marked proposals.

A bid tabulation will be available upon request but will not be official until the contract is awarded to the successful proposer by the Board of Commissioners.

Bidders must have a license to do work as a general contractor in the State of North Carolina as set in the North Carolina Statutes. The Contractor's North Carolina License Number shall be listed on the Bid Form.

Beaufort County reserves the right to reject any or all proposals, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of ninety (90) days from the proposal opening thereof.

From the date of this advertisement until the date of opening the proposals, the RFP is and will continue to be on file in the Beaufort County Purchasing Department, 132 West 2nd Street Washington, NC 27889, during regular business hours, and available to prospective proposers. You can also find it on the website http://co.beaufort.nc.us/ under "Request for Proposals". Inquiries should be directed to Hollie Jones at hollie.jones@co.beaufort.nc.us or (252) 946-0079, x 1080.

Minority/Women owned businesses are encouraged to submit proposals.

SECTION 2 – INSTRUCTIONS

2.1 Schedule

Issue Date	Monday, April 4, 2022
Deadline for Written Questions	Wednesday, April 13, 2022 at 5:00 PM
Proposals Due	Wednesday, April 20, 2022 at 10:00 AM
Recommendation to Award presented to the Board of Commissioners	Monday, May 2, 2022
Start of Contract	As soon as possible following award of contract

2.2 Instructions to Bidders

2.2.1 Proposals should be submitted as a document set in a sealed envelope clearly marked ***"Bid Enclosed – Solid Waste Improvements - Yeatesville"*** and addressed to the County at the following address:

Beaufort County Government
ATTN: Hollie Jones, Purchasing Agent
Financial Services Building
132 West 2nd Street
Washington, NC 27889

2.2.2 The deadline for receipt of all proposals is Wednesday, April 20, 2022 at 10:00 AM, EST. Proposals will be publicly opened and read aloud at this time. Any bids received after the scheduled closing time for the receipt of bids will not be accepted.

2.2.3 No telephone, electronic or facsimile proposals will be considered. Bidders assume the risk of the method of delivery chosen. The County assumes no responsibility for delays caused by the US Postal Service or other delivery services. Postmarking by the due date will not substitute for receipt of actual proposal. Proposals received after the time and date for closing will not be accepted.

2.2.4 After the bid issue date, all communications between the County and prospective Bidders regarding this request for proposals shall be in writing. Any inquires, requests for interpretation, technical questions, clarification, or additional information shall be emailed to hollie.jones@co.beaufort.nc.us. All questions concerning this proposal shall reference the section number and page. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum to all known bidders. All questions shall be received no later than 5:00 P.M., EST on Wednesday, April 13, 2022.

2.2.5 Should a Bidder find discrepancies in, or omissions from the documents, or should he/she be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum shall be issued if necessary. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof.

2.2.6 Bidders may withdraw, or withdraw and resubmit, their bid at any time prior to the closing time for receipt of bids. NO bid may be withdrawn after the scheduled closing time for receipt of bids for a period of ninety (90) days.

2.2.7 Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected. Proposals must be notarized.

2.2.8 Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications and/or scope of work.

2.2.9 Each proposal shall note whether Proposer or any individual working on the RFP have a possible conflict of interest and, if so, the nature of that potential conflict. Proposers should err on the side of disclosing potential conflicts, or situations which might have the appearance of conflict. The Beaufort County Board of Commissioners reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The Beaufort County Board of Commissioners' determination regarding any questions of conflict of interest shall be final.

2.2.10 No more than one (1) proposal from any Bidder will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

2.2.11 When the Successful Bidder delivers the agreement to the Owner, it shall be accompanied by required performance and payment bonds and insurance documentation. Contractor shall furnish performance and payment bonds, each in at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due.

2.3 Insurance Requirements

2.3.1 Bidder is required to carry and provide proof of the following insurance throughout the term of the contract:

2.3.1.1 General Liability Insurance: $1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.

2.3.1.2 Automobile Liability Insurance: $1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.

2.3.1.3 Worker's Compensation: Workers Compensation as required by North Carolina statue.

2.3.2 The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BEAUFORT COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

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

2.3.4 Contractor shall have no right of recovery or subrogation against Beaufort County (including its officers, agents, and employees).

2.3.5 It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

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

2.3.7 Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 121 West 3rd Street, Washington, NC 27889, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Beaufort County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

2.3.8 The Certificate of Insurance should note in the Description of Operations the following: Solid Waste Site Improvements - Yeatesville.

2.3.9 Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Beaufort County

for claims made or suits brought which result from or are in connection with the performance of this Agreement.

2.3.10 Certificate Holder shall be listed as follows: Beaufort County, Attention: Jennifer Banks, Risk Manager 121 West 3rd Street, Washington, NC 27889.

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

SECTION 3 – GENERAL INFORMATION

3.1 Work Description

3.1.1 The Contractor shall provide all materials, tools, machinery, labor, and supervision necessary for completing the Work as shown in the attached documents, at the Yeatesville Solid Waste Collection Site located at 16954 US 264 E, Pinetown, NC 27865.

3.2 Work Schedule

3.2.1 A Pre-Construction Conference will be scheduled following award of the contract. The project manager and/or job superintendent should attend this conference. Scope and schedule of the project will be discussed with the Owner, Engineer, and the County Solid Waste Contractor.

3.2.2 The awarded Contractor may commence work upon receipt of Purchase Order and written Notice to Proceed by Beaufort County within the work schedule limitations.

3.2.3 Contractor must complete the work 45 days from issuance of the Notice to Proceed.

3.2.4 The Yeatesville Site will be closed to the public for the duration of the project.

3.2.5 Work will be permitted weekdays: Monday – Friday from 7:00AM-5:00PM. Weekend work and before/after-hours work will be allowed, if previously scheduled.

3.2.6 All work shall be coordinated and scheduled through West Overman, Deputy Public Works Director.

SECTION 4 – SCOPE OF WORK

4.1 Plans and Specifications

4.1.1 The Contractor shall provide all material and labor to complete the Work as shown in the following documents provided by Inner Banks Engineering, PC:

1. Yeatesville Site Improvements Plan (Attachment G)
2. Technical Specifications (Attachment H)

4.2 Submittals

4.2.1 Submittals shall be sent to the engineer for review and approval before orders are placed.

4.3 Additional Contractor Responsibilities

4.3.1 The Contractor shall appoint a main point of contact or agent, who will routinely review operations and consult with the Owner on current and future services.

4.3.2 The Contractor's employees shall park motor vehicles only in a place(s) designated and or approved by the Deputy Public Works Director.

4.3.3 A supervisor with the company holding the contract must be present when work is taking place.

4.3.4 Contractor shall report any damage to the facility as a result of the Contractor's employees. The Contractor shall repair the aforementioned damage, under supervision of the County, at the Contractor's expense.

4.3.5 Contractor shall report any damage or potential hazard involving facility property immediately to the Deputy Public Works Director during normal business hours, 8:00 am – 5:00 pm. An afterhours County contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the 911Communications Center.

4.3.6 Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect visitors from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the work sites.

4.3.7 Incidents, altercations, or accidents involving facility visitors, Contractor's employees, or County employees shall be reported to the Deputy Public Works Director in a timely manner. The Deputy Public Works Director, at his/her discretion, may require a written report from the Contractor describing the incident or accident.

4.3.8 Contractor must have at least three (3) or more years of experience.

4.3.9 Contractor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon County property or any property contiguous thereto.

4.3.10 Contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The Contractor holds the County faultless and free from liability for any and all damages and costs incurred as a result of the Contractor's actions.

4.3.11 It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.

SECTION 5 – GENERAL CONDITIONS

5.1 The Contract period shall start as soon as possible following award of the contract.

5.2 The Contract pursuant to this RFP shall not be assigned to another party without the advance written consent of the Owner.

5.3 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of Work.

5.4 No waiver, alterations, consent or modification of any of the provisions of the Contract shall be binding unless in writing and signed by the Owner or his/her designee.

5.5 The Contract shall be deemed to be under and shall be governed by, and construed according to, the laws of North Carolina.

5.6 Any litigation arising out of the Contract shall be heard in the Courts of Beaufort County, North Carolina.

5.7 The Proposer hereby certifies that the Contract made pursuant to this RFP is made without prior understanding or agreement with any corporation, firm or person who submitted bids for the Work covered by the Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into the Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

5.8 The Contract, including the RFP, the Proposer's responses, any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall be deemed to exist or to bind either party hereto.

5.9 Contractor acknowledges, represents, and warrants to the Owner that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and any other Federal, State, or local agencies or authorities.

5.10 The County shall have the right to inspect and accept or reject the Work based upon compliance with the Contract Documents. Contractor shall immediately correct any and all deficiencies identified during this inspection or disclosed to Contractor by County's Representative, or any other authorized representative of the county, at any time. In the event the Contractor fails to correct any deficiencies identified during the County's inspection and disclosed to the Contractor, the County, at its option, may: (1) order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; and/or (2) engage a third party to re-perform, repair or replace the deficient work of the Contractor and shall deduct the cost thereof from the Contract Price otherwise payable to the Contractor.

5.11 Proposers may find instances where they take exception with certain requirements or specifications of the Request for Proposals. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the Owner, and a description of the advantage to be gained or disadvantages to be incurred by the Owner as a result of these exceptions. All exceptions shall be noted on ATTACHMENT B – Proposal Form.

5.12 The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the Owner (County of Beaufort). Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the County of Beaufort, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the Owner cannot save and hold harmless and/or indemnify the Proposer and/or the Proposers employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposers employees performed in connection with the contract.

5.13 The Proposer represents and warrants to the Owner that the Proposer has or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel and equipment required to perform the services under this contract. All services required of Contractor hereunder shall be performed by Contractor, or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the Owner that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor shall remove from the work described in this Contract any person the Owner deems to be incompetent, careless or otherwise objectionable.

5.14 The Owner reserves the right to reject any and all proposals, to waive minor irregularities in the evaluation process and to request clarification of, or additional information from any Proposer. The Owner also reserves the right to further negotiate minor modifications with the successful Proposer upon completion of the evaluation process prior to the execution of a final contract. The Owner is not obligated to enter into a contract on the basis of any proposal submitted in response to this document, is under no obligation to award this project to the Proposer having the lowest fee estimate, and reserves the right to award a contract deemed most advantageous for the Owner.

5.15 Prior to the final selection, Proposers may be required to submit additional information which the Owner may deem necessary to further evaluate the Proposer's qualifications. Inspection of equipment to be used on this Contract may also be required.

5.16 Termination Clauses

5.16.1 This Contract may be terminated, without cause, by either party upon sixty (60) days written notice to the other party. This termination notice period shall begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the contract.

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

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

5.16.4 Authority to Terminate: The Beaufort County Manager is authorized to terminate this contract on behalf of the Owner.

5.17 Non-Appropriation Clause

5.17.1 Contractor acknowledges that Beaufort County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Beaufort County's obligations under this contract, then this contract shall automatically expire without penalty to Beaufort County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Beaufort County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Beaufort County's statutory authority, mandate and mandated functions, by state and

federal legislative or regulatory action, which adversely affects Beaufort County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Beaufort County upon written notice to Contractor of such limitation or change in Beaufort County's legal authority.

5.18 All payments under the contract resulting from the RFP shall be made only for services requested and approved by the Owner.

5.19 Payment Procedures

5.19.1 Contractor shall invoice Owner once per month for work previously completed. Included with the invoice shall be a listing of the dates of service and a summary of the work completed.

5.19.2 Invoices will not be paid until all work completed is to the satisfaction of the County. Approved invoices are paid net 30 days.

5.20 The Contractor shall hold harmless the County and its elected and appointed officers, agents and employees from and against any and all court actions, legal proceedings, claims, demands, damages, costs, expenses, loss, liability, and attorney fees, arising out of defective material and products, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable local, state or federal codes, ordinances, orders or statutes including the Occupational Safety and Health Act (OSHA) and State Industrial Safety Act. This guarantee is an addition to and not intended as a limitation on any other warranty, expressed or implied.

5.21 The Contractor shall be fully responsible to the County for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the Contractor is for the acts and omissions of persons directly employed by it.

5.22 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and will continue to comply with these requirements at all times during the term of this Agreement. The Contractor shall also require that all of its subcontractors that perform any work pursuant to this Agreement comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this requirement shall be deemed a material breach of this Agreement.

5.23 The County of Beaufort does not discriminate on the basis of race, color, sex, age, national origin, religion, sexual orientation, marital status, genetic identification, political affiliation, or disability in matters affecting employment, or in providing access to programs to employees or in the provisions of goods and services.

SECTION 6 – SUBMISSION REQUIREMENTS

6.1 The Bidder must complete all forms listed in Attachment A.

6.2 The Proposer shall provide pricing for services as requested.

6.3 The Proposer shall document their experience, and past or current awards of other contracts in which they have or are currently providing similar and comparable services. Such experience must be demonstrated within the past five (5) years.

6.4 The Proposer shall provide a minimum of three (3) references from previous or current contract awards within the past five (5) years. The references shall be capable of providing information on the Proposer's abilities to provide a similar level of service, schedule commitments, compliance history with contract terms, fairness in executing the requested services, and any disputes.

6.5 The Proposer shall acknowledge receipt of any amendments to the RFP issued by the Owner.

6.6 The Proposer shall complete an Anti-collusion Affidavit certifying that no collusion occurred during the preparation of the proposal.

6.5 By signing its Proposal, the Proposer acknowledges that it has read and understands the insurance requirements for the RFP as described in Section 2.3 and 2.4.

SECTION 7 – BID FORMS AND ATTACHMENTS

7.1 Please see Attachments A-F for required Bid Forms.

7.2 Attachments G-I include plans, specifications, and sample form templates.

Attachment A

BIDDER'S CHECKLIST

The following items must be executed by ALL BIDDERS and submitted at due date and time. Not submitting these attachments at time of due date and time may deem your quote as non-responsive.

◯ PROPOSAL FORM (Attachment B)

◯ STATEMENT OF BIDDER QUALIFICATIONS (Attachment C)

◯ CLIENT REFERENCE (Attachment D)

◯ ACKNOWLEDGEMENT OF AMENDMENTS (Attachment E)

◯ ANTI-COLLUSION AFFIDAVIT (Attachment F)

Attachment B

Solid Waste Site Improvements - Yeatesville

Bid Form

The undersigned hereby certifies that he/she has read the requirements and reviewed the design documents for "Solid Waste Site Improvements - Yeatesville" in accordance with Beaufort county's Request for Proposal; thoroughly understandsthe same; and proposes to meet or exceed the requirements.

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposals.

☐ No Exceptions

☐ Exceptions:

_____

_____

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Concrete Pad for Compactor (8" depth)	40	SY		
2	Removal and Disposal of Existing Decking as shown on plans	1	LS		
3	Grading of surrounding areas to improve drainage	1	LS		
4	Concrete Curbing along top Edge	95	LF		
5	Handrail	95	LF		
6	Seeding and cleanup of surrounding area	1	LS		
7	Relocation of Existing Building w/ Electrical connection	1	LS		
8	Fill Material for Regrading Slope ABC Stone (Depth 6")	108	SY		
9	Concrete Slab for Dumpsters (8" depth)	58	SY		
10	Light Fixtures for Light Pole	1	LS		
11	Clearing and Site Grading	1	LS		
	Total Construction cost				$

B. Unit Prices have been computed in accordance with all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison Bids, and final payment for Unit Price Bid items will be based on actual quantities determined as provided in the Contract Document

I hereby certify that the information contained in this response to the request for proposals iscorrect and truthful to the best of my knowledge and belief.

This the_____day of_____, 20 .

By:_____

Title:_____

Company:_____

I, _____ a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20_____.

Notary Public

My commission expires: *(SEAL)*

Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address:

_____

_____

_____

2. Contact Person for this Project: _____

Phone No: _____

Email address: _____

3. Number of years the Contractor has been engaged under the present firm name, as indicated above:

_____

4. Number of regular full-time employees _____
   Number of part time employees _____

5. Company Federal ID#. _____

6. NC Contractor's License #: _____

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

_____

_____

_____

_____

_____

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Company Name	
Contact Name	
Title	
Phone Number	
Scope of Services Provided	

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: _____

Address: _____

_____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

_____, being first duly sworn deposes and says that:

1. He/she is the _____(title) of _____ (company name);

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

_____ (SEAL)

_____(TITLE)

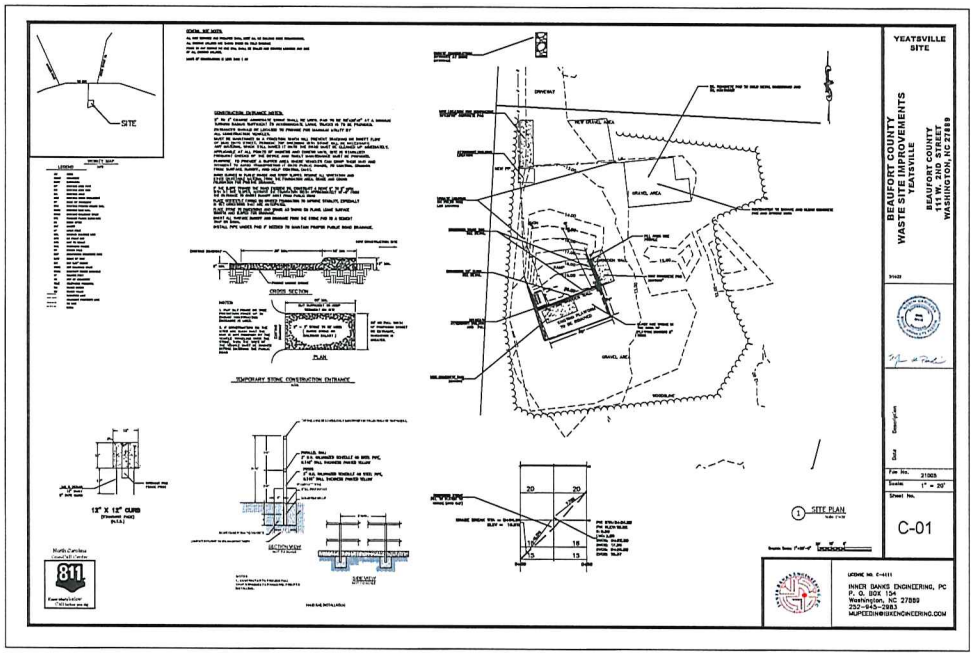
Subscribed and sworn to before me, this the _____ day of _____, 20____.

Notary Public _____

County of _____, *NC*

My Commission expires _____ *(SEAL)*

Attachment G
Yeatesville Site Improvements Plan



Attachment H
Technical Specifications

SECTION 01100

SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Work described in this Project Manual includes the provision of labor, materials, equipment, and services required for the Beaufort County 2022 Waste Management Sites contract.

1.02 CONTRACTS

A. Project construction will be let under one Contract with construction including, but not limited to, the following major work items:

95 LF Concrete Curbing
95 LF Hand Railings
98 SY Concrete Slab for Compactor and Dumpster

1.03 DIVISION OF WORK

A. The following division of the Project Manual by Contract is for general reference for the Contractors and does not relieve each Contractor of reviewing the Work and providing proper coordination between Contracts.

B. The following Sections of the Project Manual shall be applicable to all Contracts:
1. Bidding Requirements
2. Contract Forms
3. Contract Conditions
4. Division 1, General Requirements

C. The following Sections of the Project Manual shall be applicable to General Contract:
1. Division 2, Site Construction

1.04 WORK SEQUENCE

A. Construction Progress Schedule, as required in Section, Submittal Procedures, shall indicate the anticipated items and times that the Work will interfere with normal facility operation.

B. Construction activities that interfere with normal operation of the existing facilities shall be specifically noted on construction schedule.

C. Notice To Proceed shall be based on an agreed upon date between Owner and Contractor,

1.05 OWNER OCCUPANCY

A. Contractors shall cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

1.06 CONTRACTOR USE OF SITE

A. Work is not located within Rights-of-way of the NC Department of Transportation. Requirements of the owners of the rights-of-way must be complied with and specifically as required in the permits attached to Section, Supplementary General Conditions.

B. Contractor shall provide his own staging area as necessary for his Work. Coordination with owner can be made to allow for staging on a portion of the project work area.

1.07 OTHER CONTRACTS

A. NA

1.08 WORK BY OWNER

PART 2 PRODUCTS

Not Used

3 PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01270

UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Delineation of measurement and payment criteria applicable to Work performed under Contract by the unit price payment method.

1.02 FIELD MEASUREMENT

A. Take measurements and compute quantities for submittal of the monthly pay request unless specified otherwise in the measurement paragraphs as indicated in this Section.

1.03 CHANGE IN QUANTITIES

A. Increase in the quantity of a bid item above what is indicated in the Bid Form shall only be made by a Change Order as required by the Contract Documents.

B. A final adjusting Change Order shall be made for adjustment of the actual quantities installed prior to submittal of the final pay request.

1.04 GENERAL

A. Items with a "(X)" in the title of the following bid items represents the size or depth as indicated on the Bid Form.

B. Method of measurement for the individual Bid Items shall be as specified below.

C. Payment for each item shall be in accordance with the Contract Unit Price times the number of units installed in accordance with the Contract Documents.

D. Work for each bid item shall include, but not be limited to, the work listed below and the labor, materials, equipment, and services required and reasonably implied by the Contract Documents for a complete installation.

E. Administrative cost including, but not limited to, mobilization, bonds, insurance, shop drawing submittal, as-built documentation, construction trailers, and office administration for the Project construction shall be included in the individual unit price items.

1.05 UTILITY PIPING N/A

A. Measurement: Measure horizontally or from station to station as shown or indicated on the Drawings for the various types and sizes of pipes installed.
   1. (X) inch Force Main: No deduction will be made for space occupied by valves or fittings.
   2. (X) inch Storm Drain: Measure pipe from center to center of manholes. No deduction will be made for space occupied by manholes. Measure depth of pipe vertically from pipe invert to original grade.

B. Work shall include, but not be limited to (unless specifically noted otherwise on the Bid Form and this specification Section), the following:
   1. Mobilization.
   2. Traffic control.

   3. Temporary removal and restoration or temporary support of, but not limited to, existing mail boxes, signs, fences, shrubs, plants (under 6 feet in height), guard rails, power and telephone poles.
   4. Excavating, shoring and bracing where required, dewatering as required, installing, backfilling (including Class I material as specified for the pipe bedding, haunching, and complete backfill of the trench).
   5. Temporary support and protection of existing underground facilities.
   6. Pipe, concrete blocking and encasement, connection to existing piping, and fittings.
   7. Flushing and testing.
   8. Repair to damaged new and existing utilities.
   9. Adjust existing grates to finished surface elevations.
   10. Grade disturbed areas to original surface profile.

C. Payment: The first Application for Payment will be approved based on the utilities installed during the agreed upon payment period without testing. Subsequent Application for Payments shall not be approved by the Engineer unless utilities installed during the previous payment period have passed the specified tests and clean up and seeding is complete.

1.06 BID ITEMS LISTED BY THE UNIT "EACH" (EA) N/A

A. Measurement: By the number installed.

1.07 12" CONCRETE CURB AS SPECIFIED

A. Measurement: Measurement shall be made based on the linear foot of curb and gutter installed.

B. Work: Installation of concrete curb to the grades as specified on the plans. All tie ins to existing curb shall be included in the work for this item. Payment shall be for the labor, material, equipment, and accessories required for the curb and gutter installation as indicated in the Contract Documents.

1.08 Hand Rail

A. Measurement: Measurement shall be made based on the linear foot of handrail installed.

B. Work: Installation of handrail as shown on the plans. Payment shall be for the labor, material, equipment, and accessories required for the handrail installation as indicated in the Contract Documents.

1.09 CLEARING AND GRUBBING (STRIP EXISTING Concrete Slab AREA)

A. Measurement shall not be made for this item

B. Payment for the stripping and removal of existing material located onsite shall be in accordance with the Contract unit price. Payment shall be for the labor, material, equipment, andaccessories required for the clearing as indicated in the Contract Documents.

1.10 SEEDING AND MULCHING

A. Measurement shall not be made for this item.

B. Payment for the seeding shall be in accordance with the Contract unit lump sum price for seeding area indicated on the plans Payment shall be for the labor, material, equipment, and accessories required for the seeding as indicated in the Contract Documents.

1.11 6" STONE BASE

A. Measurement per SY for the area shown on the plans to be filled and graded..

B. Work shall include but is not limited to the cost of materials and labor for the stone, hauling, placing, grading and compaction.

C. Payment shall be made based on the square yards of stone 6" in depth installed and Compacted to provide grades as shown on the plans.

1.12 CONCRETE SLABS FOR COMPACTOR AND DUMPSTER

A. Measurement shall be based on the square yard of 6" and 8" pads installed.

B. Work shall include but is not limited to the installation of the concrete pad as shown on the plans. Grading for the new concrete pads forming and placement of the material as specified in the documents is expected.

C. Payment shall be for all labor, equipment, and materials to provide a finished product as specified per square yard of concrete installed.

1.13 DISPOSAL OF EXISTING DECKING

A. Measurement shall not be made for this item.

B. Work shall include but is not limited to the removal and disposal of the existing steel decking onsite and as shown on the plans.

C. Payment shall be for all contractor equipment and materials needed to remove and dispose of this site material.

1.14 AREA LIGHT FIXTURES & RELOCATION OF POWER LINE

A. Measurement shall not be made for this item

B. Payment for the for these items shall be in accordance with the Contract lump sum price. Payment shall be for the labor, material, equipment, andaccessories required for the relocation of electrical wiring as well as the area light fixtures and poles needed to provide site lighting.

1.15 RELOCATION OF EXISTING BUILDING STRUCTURE WITH NEW POWER SERVICE

A. Measurement shall not be made for this item.

B. Payment for the relocation of the existing building structure including but not limited to all labor, equipment and materials needed to secure and set up the building in the new location as shown on the plans. The contractor shall also have the power service relocated to the new building site and any cost for the relocation of the services shall be included in this item.

4 PART 2 EXECUTION

Not Used

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. This Section includes, but is not limited to, requirements for the following:
1. Submittal procedures.
2. Construction progress schedule.
3. Project record documents.
4. Shop drawings.
5. Manufacturer's installation procedures.
6. Test reports.
7. Warranties.

1.02 SUBMITTAL PROCEDURES

A. Transmit each submittal with cover letter to Engineer at.

Inner Banks Engineering, PC,

P O Box 154 Washington, N C 27889

B. Sequentially number transmittal forms. Re-submittals to have original number with an alphabetic suffix.

C. Cover letter for each submittal package shall list the following:
1. Contractors name:
2. Owners name:
3. Project name:

D. Individual submittals shall each be listed by the following information:
1. Submittal reference no.
2. Specification section number.
3. Drawing and detail number when appropriate.
4. Equipment.
5. Type submittal.
6. Supplier.
7. Manufacturer.

E. Apply Contractor's stamp to each submittal, signed or initialed and dated, certifying that Contractor has reviewed submittal for conformance with requirements of Contract Documents, and has coordinated submittal with related work.

F. Schedule submittals to expedite Project and deliver to coordinate submission of related items. Allow a minimum of fifteen (15) working days for Engineer's review.

G. Identify variations from Contract Documents and Product limitations as they relate to the satisfactory performance of the Project.

H. Provide space for Contractor and Engineer review stamps.

I. Revise and resubmit submittals as required; identify changes made since previous submittal.

J. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.

K. Work requiring submittal review by Engineer shall not be started until review has been obtained.

L. Engineer's review of submittals shall not relieve Contractor of responsibility for complete compliance with Contract Documents.

1.03 ADMINISTRATIVE SUBMITTALS

A. Construction Progress Schedule
1. Submit five (5) copies of the initial progress schedule 15 days after date of Owner-Contractor Agreement. One copy shall be returned to the Contractor.
2. Progress schedule shall be, as a minimum, a horizontal bar chart with a separate line for each major section of Work. Identify the first work day of each week.
3. Indicate the expected monthly pay requests.
4. Submit revised schedule with each Application for Payment as required for updating, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.
5. Indicate submittal dates required for critical shop drawings, product data, samples, and product delivery dates .
6. Indicate specific work sequences and requirements as indicated in Section, Summary of Work.

B. Schedule of Values
1. NA

C. Proposed Product List
a. NA

D. Project Record Documents
1. Maintain on site, one set of the following record documents; record actual revisions to the Work:
a. Contract Drawings.
b. Project Manual.
c. Addenda.
d. Change Orders and other Modifications to the Contract.
e. Reviewed submittals.
2. Store Record Documents separate from documents used for construction.
3. Record information concurrent with construction progress.
4. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
a. Manufacturer's name and product model and number.
b. Product substitutions or alternates utilized.
c. Changes made by Addenda and Modifications.
5. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
a. Measure and reference horizontal and vertical locations of underground utilities and appurtenances to existing permanent surface improvements that are indicated on the Drawings.
b. Measure and reference location of internal utilities and appurtenances concealed in construction to visible and accessible features of the Work.
c. Field changes from construction Drawings.

d. Details not on original Contract Drawings.
6. Submit documents to Engineer with final Application for Payment.

1.04 TECHNICAL SUBMITTALS

A. General
1. Submit the following as required by the individual sections of the technical specifications.
2. Unless noted otherwise, submit the number of copies that Contractor requires, plus three (3) copies that will be retained by Engineer.

B. Certificates of Compliance
1. Certificates shall certify that the Products delivered to the project are in conformance with the specifications.
2. Certification shall not relieve the Contractor of responsibility for complying with requirements of the specifications.

C. Catalog Data
1. When shop drawings are not required, the catalog data shall include the following as a minimum:
a. Parts schedule that identifies the materials to be used in each of thevarious parts.
b. Sufficient detail to serve as a guide for assembly and disassembly of the product and to serve as guide for ordering parts.
2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information uniqueto this Work in the Shop Drawing submittal.

D. Shop Drawing
1. Shop drawings shall consist of drawings, diagrams, illustrations, schedules, performance charts, brochures and other data, prepared specifically for a portion of the Work.
2. Shop drawings shall indicate the type, size, quantity, arrangement, location, mode of operation, component materials, utility connections, wiring and control diagrams, anchorage's, supports, factory applied coatings, and other information necessary to ensure satisfactory fabrication, installation and operation of the completed Work.
3. Shop drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure, and incorporate minor changes to design and construction to suit actual requirements.

E. Manufacturer's Installation Procedures
1. Installation procedures should indicate manufacturer's recommendations for proper installation of Product.

F. Samples
1. NA

G. Test and Start-Up Reports
a. NA

H. Operation and Maintenance Instructions
1. NA

I. Warranties
   1. Provide duplicate notarized copies.
   2. Assemble documents from Subcontractors, suppliers, and manufacturers.
   3. Provide Table of Contents and assemble in three D side ring binder withdurable plastic cover.
   4. Submit prior to final Application for Payment.
   5. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

J. Spare Parts and Maintenance Materials
   1. NA

PART 2 PRODUCTS

Not Used

5 PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, telephone service, water, and sanitary facilities.

B. Work on public right-of-way.

C. Traffic control.

D. Temporary Controls: Barriers, enclosures and fencing, water control, dust control, erosion and sediment control, and protection of the work.

E. Construction Facilities: Access roads, parking, progress cleaning, project signage, and field offices.

1.02 TEMPORARY UTILITIES N/A

1.03 WORK ON PUBLIC RIGHTS-OF-WAY N/A

A. Work on this Project is along rights-of-way under jurisdiction of the following N.C. Department of Transportation (NC DOT) offices and Owner:
   1. Work in Beaufort County:
   2. Division No.2, District No.2
   3. Gene Pittman, District Engineer

B. Work shall comply with requirements of the Encroachment Agreement(s) and Driveway Permit as attached to Project Supplementary Conditions.

C. Post Bonds as required by Encroachment Agreement.

D. Prior to start of Work notify the Office of the N.C. Department of Transportation as indicated in the encroachment agreement and driveway permit. Also notify the Owner.

E. Work shall conform to the requirements and be subject to the approval of the above agency(ies).

F. Contractor shall be responsible to the Owner for the cost of all DOT inspection that is billed to the Owner by the N.C. DOT as indicated in the Special Provisions of the Encroachment Agreement. Such cost shall be deducted from the Contractor's pay request.

G. Submit letter to the above District Engineer(s) when work is complete as required by the Encroachment Agreement.

H. Submit letter of approval for completed Work from the above agency(ies) with Final Payment Request.

I. Clean rights-of-way as work progresses and daily.

J. Power broom existing pavement as work progresses.

K. Work shall be in accordance with the latest edition of the N.C. Division of Highways, "Policies and Procedures for Accommodating Utilities on Highway Right-of -Way."

L. Consult with the above agency(ies) in establishing public thoroughfares to be used for haul routes and site access.

M. Provide and maintain access to fire hydrants, free of obstructions.

1.04 TRAFFIC CONTROL

A. On public and private road rights-of-way provide traffic control devices when construction encroaches within the right-of-way. Devices shall include, but not be limited to, cones, drums, flares, warning signs, temporary pavement marking, warning lights, and flagman.

B. Traffic control devices shall provide the following:
   1. Protection of motorists, pedestrians and workers from accident hazards.
   2. Advance public information of proposed work sites.
   3. Establishment of an orderly and safe flow of traffic and to minimize traffic congestion.
   4. Provision of access for emergency vehicles.

C. Traffic control devices shall be used in accordance with the latest edition of the NC DOT "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)."

D. Provide personnel trained in traffic control.

1.05 TEMPORARY CONTROLS

A. General
   1. Temporary controls shall be the responsibility of each Contractor for their respective work unless noted otherwise.

B. Barriers
   1. Provide barriers to prevent unauthorized entry to construction areas for the safety of the public, the protection of the work, and to protect existing facilities and adjacent properties from damage from construction operations.
   2. Provide barricades required by agency in 1.4.A for public rights-of-way and for public access to existing buildings.
   3. Provide protection for plant life designated to remain. Replace damaged plant life.
   4. Protect vehicular traffic, stored materials, site, and structures from damage.

C. Water Control
   1. Grade site to drain. Provide, operate, and maintain pumping equipment to maintain excavations free of water.
   2. Protect site from running water.

D. Dust Control
   1. Execute Work by methods designed to minimize raising dust from construction operations.
   2. Provide positive means to prevent airborne dust from dispersing intoatmosphere.

E. Erosion and Sediment Control
   1. Provide Erosion and Sediment Control as indicated on the Drawings and specified in Section, Clearing and Grubbing.

F. Protection of Installed Work
   1. Protect installed Work and provide special protection where specified in individual specification Sections.
   2. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
   3. Prohibit traffic from landscaped areas.

1.06 CONSTRUCTION FACILITIES
   1. NA

1.07 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

6 PART 2 PRODUCTS

Not Used

7 PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 02230

CLEARING AND GRUBBING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General Contractor shall perform clearing and grubbing. Work shall include, but not be limited, to the following:
   1. Clearing and grubbing.
   2. Removal of surface debris.
   3. Demolition and removal of existing paving and structures.
   4. Temporary and permanent ground cover.

1.02 RELATED SECTIONS

A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
   1. Section 02370 Erosion Control
   2. Section 02920 Lawns and Grasses.

1.03 WARRANTY AND FINES

A. Contractor is liable for damages to public and private property and fines as may be placed on the Project by the governing agencies due to failure to provide adequate erosion control devices.

8 PART 2 PRODUCTS

Not Used

9 PART 3 EXECUTION

3.01 PROTECTION

A. Take reasonable care during construction to avoid damage to vegetation outside of the construction limits. Temporarily tie back ornamental shrubbery and tree branches, where appropriate, to minimize damage. Trees that receive damage to branches shall be trimmed of those branches to improve the appearance of the tree.Treat tree trunks damage by equipment with a tree dressing.

B. Locate and protect property corners and survey control stakes prior to start of clearing operations.

C. Provide temporary gates and fences as necessary to prevent unauthorized vehicular access to the site.

D. Mark clearing limits.

E. Refer to paragraph 4.04 of the General Conditions and 4.04.A.2 of the Supplementary Conditions concerning the protection of Underground Facilities.

3.02 INSTALL EROSION CONTROL DEVICES

A. Clear areas required to install erosion control devices, which shall be in place and operational prior to other land disturbing activity. Install erosion control devices in accordance with Section, Erosion Control.

3.03 BORROW AND DISPOSAL AREAS

A. Obtain and pay for erosion control permit for borrow and disposal areas as required by Contractor.

B. Install and maintain erosion control devices in accordance with Contractor's approved plan.

3.04 DEMOLITION AND REMOVAL OF EXISTING STRUCTURES

A. Existing structures to be removed, at the Contractor's option, may be removed in their entirety or be demolished as follows:
   1. Remove concrete within 2 feet of new-finished grade.
   2. Fill basins in accordance with requirements of Section, Site Preparation and Earthwork.

3.05 CLEARING AND GRUBBING

A. Clear and grub area within the construction limit and easements unless noted otherwise.

B. Clearing shall consist of cutting and removal of vegetation to the existing ground surface and removal of debris. Debris shall include, but not be limited to, fences, steps, walls, chimneys, footings, foundation slabs, basements, signs, junked vehicles, and other rubble.

C. Grubbing shall consist of the removal of roots over 3 inches in diameter, matted roots, stumps, and other vegetable matter to 12 inches below existing grade.

D. Do not precede grading operation by grubbing operation by more than seven days.

E. When the depth of embankment exceeds 6 feet, cut sound stumps off at the existing ground level and do not grub. Remove decayed stumps to a depth of approximately 2 feet below the existing grade.

F. Fill holes and depressions and bring cleared and grubbed area to a uniform contour to match existing grade. Provide positive drainage.

G. Remove and properly dispose of cleared and grubbed material from the site. Make reasonable effort to channel timber resulting from clearing operations into a beneficial use.

H. Burning shall not be permitted at the site.

END OF SECTION

SECTION 02300

EARTHWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Provide labor, equipment, and material to perform site preparation and earthwork as specified herein and indicated on the Drawings. Work shall include, but is not limited to, the following:
   1. Survey staking as required for construction.
   2. Topsoil stripping and stockpiling.
   3. Dewatering.
   4. Protection of existing facilities.
   5. Site grading.
   6. Excavation, trenching, and backfilling for structures and foundation including stone base as indicated on the Drawings.
   7. Borrow material including, but not limited to, material, excavating, hauling, placing, and compacting.
   8. Maintenance and stability of site.
   9. Disposal of waste and surplus material.
   10. Soil testing.

B. Examine the site to determine the extent of excavating, grading, and related items necessary to complete the work.

1.02 RELATED SECTIONS

A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
   1. Section 02230 Clearing and Grubbing
   2. Section 02315 Trenching for Utilities

1.03 MEASUREMENT AND PAYMENT PROCEDURES

A. Work in this section shall be included in the lump sum Base Bid or Alternate as appropriate, unless specifically noted otherwise, and shall include, but not be limited to, the following:
   1. Topsoil stripping, stockpiling and spreading after the completion of the grading.
   2. Backfilling of area stripped of topsoil and filling from existing grades to new subgrade elevation. Providing borrow material for backfilling and filling.
   3. Excavating for structures.
   4. Stone base as indicated on the Drawings.
   5. Dewatering.
   6. Use of explosives.
   7. Protection of existing service lines and utility structures.
   8. Maintenance and Stability of site grading.
   9. Disposal of waste and surplus material.
   10. Soil Testing.

B. The following work shall be paid by the unit price as indicated in the Bid Form:
   1. Undercut of unsuitable material: Cu Yd
   2. Repair of soils in place: Sq Yd
   3. Foundation stone: Ton

   4. Structural fabric: Sq Yd

C. Unit price work shall be approved by the Engineer prior to proceeding with the work. Take measurements for determination of unit price quantities in the presence of the Engineer. Maintain daily log sheets of measured quantities. Log sheets must be signed by Engineer and submitted with payment request. Payment shall not be made for unit price quantities that have not been verified by the Engineer.

D. Payment for the unit price items shall be for all labor, materials, equipment, and services required or reasonably implied by the Contract Documents and shall include, but not be limited to, the following:
   1. Undercut of unsuitable material: Complete removal and disposal of undercut material including, but not limited to, excavating, loading, hauling, and properly disposing of excavated material. Providing satisfactory material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance with these specifications.
   2. Repair of soils in place: Price shall include disking of soil to the depth indicated and to the specified compaction.
   3. Foundation stone: Complete removal and disposal of undercut material within foundation trench below the bedding including, but not limited to, excavating, loading, hauling, and properly disposing of excavated material. Providing foundation stone for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance with these specifications.
   4. Structural fabric: Price shall include providing material and placing in accordance with these specifications.

1.04 REFERENCES

A. The latest revision, at the time of bidding, of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
   1. American Society of Testing Materials (ASTM)
      a. C33 Concrete Aggregates.
      b. D698 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49 Kg) Rammer and 12-inch Drop (Standard Proctor).
      c. D1556 Density of Soil in Place by the Sand-Cone Method.
      d. D1586 Penetration Test and Spilt-Barrel Sampling of Soils.
      e. D2167 Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
      f. D2216 Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures.
      g. D2487 Classification of Soils for Engineering Purposes.
      h. D2922 Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

1.05 DEFINITIONS

A. Backfill: A specified material used in refilling a cut, trench, or other excavation, placed at a specified degree of compaction.

B. Capillary Water Barrier: A layer of clean, poorly graded crushed rock, stone, or natural sand or gravel having a high porosity, which is placed beneath a building

slab with or without a vapor barrier to cut off the capillary flow of water to the area immediately below the slab.

C. Compaction: Process of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "Degree of compaction" shall be expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D698 (Standard Proctor).

D. Excavation: The removal of soil or rock to obtain a specified depth or elevation.

E. Fill: Specified material placed at a specified degree of compaction to obtain an indicated grade or elevation.

F. Hard Material: Solid, homogeneous material which are not included in the definition of "rock" but which usually require the use of heavy excavation equipment with ripper teeth. Material having a standard penetration resistance as determined by ASTM D1586 60 and 150 blows per foot is defined as "hard material."

G. Lift: Layer of soil placed on top of a previously prepared or placed soil.

H. Rock: Solid, homogeneous material which cannot be removed without the systematic drilling and blasting exceeding one (1) cubic yard in volume. Material having a standard penetration resistance as determined by ASTM D1586 greater than 150 blows per foot is defined as "rock." Removal of "hard material" will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production.

I. Soil classification shall be in accordance with ASTM D2487.
   1. Satisfactory materials: Soils classified as GW, GP, GC, GM, SP, SC, SM, SW, ML, and CL.
   2. Unsuitable materials: Soils considered as unsatisfactory shall be materials that do not comply with the requirements of satisfactory above and include, but shall not be limited to, the following:
      a. Soil containing organic matter, debris, stones larger than 6 inches, or frozen material. Stones greater than 4 inches will not be permitted in thetop 12 inches.
      b. Soils classified as Pt, CH, MH, OH, and OL.
   3. Cohesionless: Classified as GW, GP, SW, and SP. Soils classified as GM and SM shall be classified as cohesionless only when the fines have a plasticity index of less than 10.
   4. Cohesive: Classified as GC, SC, ML, CL, MH, and CH. Soils classified as GM and SM shall be classified as cohesive only when the fines have a plasticity index greater than 10.

J. Subgrade: Lowest elevation upon which fill or other work will be placed in the absence of unsuitable material.

K. Topsoil: Natural, friable soil, representative of productive soils in the vicinity of the site. Topsoil shall be free from roots, stones larger than 1 inch, objectionable weed seeds, toxic substances, and materials that hinder grading, planting, andmaintenance operations.

1.06 SUBMITTALS

A. Submit the following in accordance with Section 01300, Submittals:
   1. Catalog Data: Submit manufacturer's standard drawings or catalog cuts for the following.
      a. Structural fabric.
   2. Manufacturer's Installation Procedures.
      a. Structural fabric
   3. Test Reports: Submit for the following:
      a. Moisture-density relations of soils.
      b. Field moisture content.
      c. Soil classification.
      d. In-place field density.
      e. Geotechnical engineer's daily field reports.
   4. Permits
      a. Erosion control permits for borrow and disposal site(s).

10 PART 2 PRODUCTS

2.01 MATERIAL

A. Capillary water barrier: A clean crushed stone, crushed gravel, or uncrushed gravel conforming to ASTM C33 coarse aggregate grading size 57, 67, or 7.

B. Stone Base: A clean crushed stone, crushed gravel, or uncrushed gravel conforming to ASTM C33 coarse aggregate grading size ABC

C. Structural Fabric: Provide structural fabric specifically designed and manufactured to stabilize soft soils under an aggregate base for roads and parking areas. Fabric shall provide a permeable layer, planar flow, and tensile reinforcement for retaining the soil matrix. Fabric shall be inert to commonly encountered chemicals, hydrocarbons, resistant to mildew, rot, and ultraviolet light exposure, and meet or exceed the following test standards:

	Test	ASTM	
1.			
2.	Fabric weight (oz / sq yd)	D-1910	6
3.	Grab tensile strength (lbs.)	D-1682	200
4.	Mullen burst strength (psi)	D-3786	320
5.	Puncture strength (lbs.)	D-751	80

11 PART 3 EXECUTION

3.01 GENERAL

A. Provide erosion control measures and clearing and grubbing as specified in Section 02230, Clearing and Grubbing.

B. Protect existing structures and features to remain.

C. Dispose of excavated material in such a manner that it will not obstruct the water flow, endanger existing improvements or Work in progress, impair the use or appearance of the existing facilities, or be detrimental to the completed Work.

D. Weather Limitations: Proceed with fill and backfill operations based on the following weather conditions:
   1. Temperature must be above freezing.

2. In windy, hot, or arid conditions with a high rate of evaporation add moisture to the material to maintain the optimum moisture content.
3. Do not proceed in rain or on saturated subgrade.

E. Repair or undercut and backfill soils that become damaged by construction activity or unsuitable due to being left exposed to the weather at no additional cost.

F. Do not place material on surfaces that are muddy, frozen, or contain frost.

G. Excavation carried below the elevation indicated on the Drawings shall be backfilled and compacted in accordance with these specifications.

H. Remove and properly dispose of unsatisfactory and excess material from the site.

3.02 PROTECTION OF UNDERGROUND FACILITIES

A. Refer to paragraph 4.04 of the General Conditions and 4.04.A.2 of theSupplementary Conditions concerning the protection of Underground Facilities.

B. Approximate locations of existing underground facilities at the site are indicated on the Drawings based on information available to the Engineer. Engineer and Owner do not take responsibility for the accuracy of the information.

C. Investigate underground facility locations prior to the start of construction.

D. Repair damage to existing facilities at no additional cost to the Owner.

E. A change in conditions may be considered due to the location of the existing facilities as allowed in the General Conditions. This does not include the cost for repair of damaged facilities not properly located in advance of construction.

3.03 WATER CONTROL

A. The geotechnical investigation found the upper soils were typically 6 to 11 percent above their optimum moisture content. In addition, an underlying layer of stiff clays may cause a perched groundwater condition in some areas.

B. The new drainage ditch indicated to the east of the new building site has been rough graded by the Owner to aid in the lowering of the groundwater prior to the start of construction. Extend drainage ditches; provide sump pumps, and well point system as necessary to lower groundwater during construction.

C. Inspect the site prior to mobilizing to determine the appropriate equipment for site grading and foundation work.

D. Perform work to prevent surface water from accumulating in excavations, and unfinished fill areas. Perform grading and excavation so the work area and affected operations shall be continually and effectively drained.

E. The geotechnical investigation found a high ground water table at 4 to 6 feet below the existing ground surface. Fluctuations of the groundwater table may be expected during the year due to seasonal and climatic changes.

F. Install a dewatering system prior to excavating beneath the ground water table. Maintain the water table approximately 2 feet below the bottom of the excavation.

G. Maintain dewatering until backfilling has proceeded above the natural ground water level and the structural weight is sufficient to prevent "floating" of the structure. Provide a job superintendent experienced in dewatering work.

H. Water from dewatering operations must be disposed of in accordance with the North Carolina Sedimentation Pollution Control Act.

3.04 USE OF EXPLOSIVES N/A

3.05 TOPSOIL

A. Strip topsoil from areas to be disturbed to a depth of 8 inches and stockpile separate from other excavated material. Locate topsoil so that the material can be used readily for the finished grading. Protect and maintain topsoil until needed. Place topsoil after completion of work in accordance with Section 02920, Lawns and Grasses.

B. Perform stripping with wide track dozer or other appropriate equipment to minimize disturbance to subgrade soils. Do not use rubber-tired equipment.

3.06 SITE GRADING

A. Proofroll exposed soils following topsoil stripping with a partially loaded tandem axle dump truck to identify unsuitable subgrade areas as determined by the Engineer. Unsuitable areas will be repaired in place or undercut to firm soils as directed by the Engineer. Payment for in place repair or undercutting and backfilling of unsuitable areas shall be as indicated in the Measurement and Payment paragraph.

B. Perform undercutting of unsuitable soils with a backhoe top loading dump truck or similar equipment approved for the use by the Engineer. Backfill undercut areas immediately.

C. In undercut areas where the exposed soils may be wet and compaction of the initial fill may be difficult, a bridge lift of about 18 to 24 inches may be allowed at the direction of the Engineer.

D. In-Place repair shall consist of discing and recompaction of existing soils to a depth of approximately 12 inches.

E. At the direction of the Engineer provide a structural fabric for stabilization of unsuitable soil areas. Install fabric in accordance with the manufacturer's recommendation and the following minimum requirements.
1. Provide a fabric overlap of 24 inches.
2. Back dump and spread aggregate over fabric at the aggregate specified thickness.

3. Compact aggregate with vibratory roller prior to allowing additional construction traffic.

F. Site grading shall be unclassified except as specifically indicated otherwise. Perform grading within the limits of the Project. Finished surface shall conform to the grades and cross sections indicated on the Drawings and be uniformly sloped for a positive drainage away from structures.

G. Excavate rock encountered in cut sections to a depth of 6 inches below finished subgrade and backfill with satisfactory material.

H. Scarify the existing subgrade surface to a minimum depth of 6 inches and recompact if subgrade density is less than the degree of compaction for the proposed fill material. Plow or bench existing ground surfaces steeper than one vertical to four horizontal in such a manner that the fill material will bond with or be keyed to the existing surface. Use compaction equipment suitable for the soil being compacted. Moisten or aerate material as necessary to obtain the optimum moisturecontent within plus or minus one percent to obtain specified compaction.

I. Soils used for fill and backfill shall be satisfactory soils classified SP, SM, or SW in accordance with ASTM D2487. Dry or wet soil as necessary to maintain optimum moisture.

J. Place backfill and fill material in accordance with the following:
1. Maximum uniform loose lifts: 8 inches
2. Optimum moisture content: 11 - 14 percent
3. Percent compaction at optimum moisture content:
   a. From ex. grade to within one (1) foot of struc. subgrade: 95
   b. Final foot to subgrade under floor slabs and pavements: 98
   c. Under sidewalks and grass areas: 90

K. Approved compacted subgrade that is disturbed by construction or adverse weather shall be scarified and re-compacted as specified previously. Re-compaction over utilities shall be by hand tamping.

3.07 FILL AND BACKFILL

A. Place and compact fill and backfill material adjacent to structures in a manner that prevents wedging and eccentric loading on or against structures. Do not use equipment adjacent to structures that may overload structure. Backfill against structure only after concrete has attained the specified 28-day compressive strength.

B. Stone Base: Structures shall have a compacted crushed stone subgrade to the depth of 12 inches, except the Control Building, which shall have a stone subgrade of 6 inches.

3.08 EXCAVATION FOR STRUCTURES

A. Provide shoring or side slopes of excavations as necessary to protect workmen, and existing and new structures. Use, install, and remove shoring in accordance with State and Federal OSHA regulations.

B. Furnish, erect, and maintain required guardrails at exposed boundaries of excavation.

C. Perform excavation for utilities in accordance with Section 02315, Trenching for Utilities. Install utilities to a minimum distance of five (5) feet beyond the face of the structure.

D. Make excavation to the dimensions and elevations for the structures as indicated on the Drawings. Extend excavation a sufficient distance from walls and footings to allow for placing and removal of forms.

E. Remove unsatisfactory material below required grade and replace with select backfill material as directed by Engineer.

F. Excavation carried below the depths indicated, without specific directions, shall be backfilled and compacted as specified herein to the proper grade. In excavations for footings the concrete shall be extended to the bottom of the over excavation. Work caused by over excavation shall be at the Contractor's expense.

G. The upper 9-inches of the subgrade after excavating for each structure should be compacted in place to at least 95% standard Proctor maximum dry density. The subgrade should be proof-rolled using a vibratory roller weighing a minimum of 10 tons (static load) until settlement from the last four complete passes does not exceed 1/8 inch. Any soft, unsuitable or unacceptable soils encountered in the subgrade should be replaced with structural fill placed and compacted to 95% of thestandard Proctor maximum dry density.

3.09 ROCK EXCAVATION

A. Notify Engineer immediately in the event that rock is encountered when the Contract requires payment by the unit price.

3.10 BORROW MATERIAL

A. Provide borrow material required for fill and backfill to bring the site to the elevations indicated on the Drawings. Borrow material shall be subject to the approval of the Engineer. Notify Engineer as to the site selected for inspection and approval prior to transporting borrow material to the site.

B. Obtain erosion control permit as necessary for borrow pit grading operations.

C. Provide soil analysis for each type of material from proposed borrow pit(s) for Engineer's approval prior to placing borrow material. Contractor shall do necessary work to bring the borrow material to within plus or minus 1-1/2 percent of the optimum moisture content. A minimum of one sample per structure shall be obtained for analysis.

3.11 MAINTENANCE AND STABILITY

A. Maintain fills and embankments to the grade and cross section indicated on the Drawings until the final completion and acceptance of the Project. Repair areas that are damaged.

3.12 DISPOSAL OF SURPLUS MATERIAL

A. Dispose of surplus material not required or unsuitable for filling, backfilling, or grading in an approved spoil area in accordance with local ordinances.

B. Obtain erosion control permit as necessary for disposal site(s).

3.13 SOIL TESTING

A. Provide the services of a soil-testing firm as specified in Section 01450, Quality Control.

END OF SECTION

SECTION 02315

TRENCHING FOR UTILITIES

PART 1 GENERAL

1.01 SCOPE

A. Provide labor, equipment, and material to perform required excavating, backfilling, and compacting for utilities and related structures as specified herein and indicated on the Drawings. Work shall include, but not be limited to, the following:
   1. Survey staking as required for construction.
   2. Protection of existing improvements.
   3. Location of installed utilities.
   4. Use of explosives.
   5. Dewatering.
   6. Excavating, backfilling, and compacting for utilities.
   7. Installation of warning / identification tape and tracer wire.
   8. Borrow material.
   9. Disposal of surplus material.
   10. Demolition and removal of existing structures.
   11. Soil Testing.

1.02 RELATED SECTIONS

A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
   1. Section 02230 Clearing and Grubbing
   2. Section 02370 Erosion Control
   3. Section 02510 Water Distribution System
   4. Section 02530 Sanitary Sewer System
   5. Section 02920 Lawns and Grasses

1.03 MEASUREMENT AND PAYMENT

A. Include work specified in this Section in the lump sum or unit price cost for the utility installation as appropriate unless specifically specified elsewhere in the specifications.

B. The following work shall be paid by the unit price as indicated in the Bid Form:
   1. Undercut of unstable soils: Cu Yd
   2. Rock excavation: Cu Yd

C. Take measurements for determination of unit price quantities in the presence of the Engineer. Maintain daily log sheets of measured quantities. Log sheets must be signed by Engineer and submitted with payment request. Payment shall not be made for unit price quantities that have not been field verified by the Engineer. Measurement shall be based on the actual quantities removed but not exceedingthe maximum trench dimensions as specified herein.

D. Payment for the unit price items shall be for all labor, materials, equipment, and services required or reasonably implied by the Contract Documents and shall include, but not be limited to, the following:
   1. Undercut of unstable soils: Complete removal and disposal of undercut material including, but not limited to, excavating, loading, hauling, and properly

disposing of excavated material. Providing Class I material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance with these specifications.

2. Rock excavation: Complete removal and disposal of excavated rock material including, but not limited to, drilling, blasting, excavating, loading, hauling, and properly disposing of excavated material. Rock excavation for manholes shall be paid for on the maximum basis of 1-foot greater diameter than the outside diameter of the manhole and to a depth of 1 foot greater than the bottom of the manhole. Providing Class I material for backfilling shall include, but not be limited to, material, loading, hauling, placing and compacting in accordance withthese specifications.

1.04 REFERENCED STANDARDS

A. The latest revision, at the time of bidding, of the publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
   1. N.C. Department of Transportation - Standard Specifications for Roads and Structures (NCDOT).
   2. American Society of Testing Materials (ASTM)
      a. D698 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49 Kg) Rammer and 12-inch Drop (Standard Proctor).
      b. D1556 Density of Soil in Place by the Sand-Cone Method.
      c. D1586 Penetration Test and Spilt-Barrel Sampling of Soils.
      d. D2049 Test for Relative Density of Cohesionless Soils.
      e. D2216 Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil-Aggregate Mixtures.
      f. D2487 Classification of Soils for Engineering Purposes.
   3. Uni-Bell PVC Pipe Association
      a. B-5-89 Recommended Practice for the Installation of Polyvinyl Chloride (PVC) Sewer Pipe.

1.05 DEFINITIONS

A. Backfill: A specified material used in filling the excavated trench and placed at a specified degree of compaction.
   1. Materials: Materials listed herein include processed materials plus the soil classifications listed under the Unified Soil Classification System, (USCS) (Method D2487 and Practice D2488). The soil materials are grouped into five broad categories according to their suitability for this application.
      a. Class I: Angular, 6 to 40-mm (1/4 to 1-1/2-in), graded stone, including a number of fill materials that have regional significance such as coral, slag, cinders, crushed stone, and crushed shell.
      b. Class II: Coarse sands and gravels with maximum particle size of 40 mm (1-1/2 in.), including various graded sands and gravels containing small percentages of fines, generally granular and noncohesive, either wet or dry. Soil Types GW, GP, SW, and SP are included in this class.
      c. Class III: Fine sand and clayey gravels, including fine sands, sand-clay mixtures, and gravel-clay mixtures. Soil Types GM, GC, SM, and SC are included in this class.
      d. Class IV: Silt, silty clays, and clays, including inorganic clays and silts of medium to high plasticity and liquid limits. Soil Types MH, ML, CH and CL

are included in this class. These materials shall not be used for bedding, haunching, or initial backfill.

      e. Class V: This class includes the organic soils OL, OH, and PT as well as soils containing frozen earth, debris, rock larger than 40 mm (1 1/2 in.) in diameter, and other foreign materials. These materials shall not be used for bedding, haunching, or initial backfill.
   2. Backfill Zones: Each backfill zone shall extend the full width of the trench bottom.
      a. Foundation: Extending down from the bottom of bedding zone as defined below.
      b. Pipe Embedment
         1) Bedding: Extending from 4 inches below the pipe bottom to the pipe bottom for 30-inch diameter and smaller and 6 inches below the pipe bottom for pipes larger than 30 inches in diameter.
         2) Haunching: Extending from the bedding (bottom of the pipe) to the pipe spring line.
         3) Initial Backfill: Extending from the haunching (pipe spring line) to 1 foot above the top of the pipe.
      c. Final Backfill: Extending from the initial backfill to the finish ground elevation.

B. Laying Conditions:
   1. Type 1: Flat bottom trench with loose backfill.
   2. Type 2: Flat bottom trench with backfill lightly consolidated to centerline of pipe.
   3. Type 3: Pipe bedded in 4 inches minimum of loose soil and backfill lightly consolidated to top of pipe.
   4. Type 4: Pipe bedded on Class I material to 1/8 pipe diameter (4 inch minimum) Backfill compacted to top of pipe a minimum of 80 percent of standard proctor.
   5. Type 5: Pipe bedded in compacted Class I material to pipe centerline with 4- inch minimum under pipe. Backfill to top of pipe with Class I, II, or III and compact to 90 percent of standard proctor.

C. Compaction: Process of mechanically stabilizing a material by increasing its density at a controlled moisture condition. "Degree of compaction" shall be expressed as a percentage of the maximum dry density obtained by the test procedure presented in ASTM D698 (Standard Proctor).

D. Excavation: The removal of soil or rock to obtain a specified depth or elevation.

E. Hard Material: Solid, homogeneous material which is not included in the definition of "rock" but which may require the use of heavy excavation equipment with ripper teeth. Amount must exceed 1 cubic yard in volume. Material having a standard penetration resistance as determined by ASTM D1586 60 and 150 blows per foot is defined as "hard material."

F. Lift: Layer of soil placed on top of a previously prepared or placed soil.

G. Rock: Solid, homogeneous material which cannot be removed without the systematic drilling and blasting exceeding 1 cubic yard in volume. Material having a standard penetration resistance as determined by ASTM D1586 greater than 150 blows per foot is defined as "rock." Removal of "hard material" will not be considered rock excavation because of intermittent drilling and blasting that is performed merely to increase production.

H. Pipe Springline: A line running horizontally through the center of the pipe.

I. Topsoil: Natural, friable soil, representative of productive soils in the vicinity of the site. Topsoil shall be free from roots, stones larger than 1 inch, objectionable weed seeds, toxic substances, and materials that hinder grading, planting, andmaintenance operations.

1.06 SUBMITTALS

A. Submit the following in accordance with Section, Submittal Procedures:
   1. Catalog Data: Submit manufacturer's standard drawings or catalog cuts for the following. Clearly indicate equipment to be furnished for the Project including options to be provided.
      a. Warning / Identification tape.

12 PART 2 PRODUCTS

2.01 STONE

A. Class I material shall be #67 or #78M stone in accordance with NCDOT specifications Section 1005, General Requirements for Aggregate.

2.02 WARNING AND IDENTIFICATION TAPE

A. Tape shall be a minimum 3-inch wide polyethylene plastic tape manufactured specifically for identification of buried utilities with means of enabling detection by a metal detector to a minimum depth of 3 feet. Tape shall be color coded and continuously imprinted with warning and identification markings in bold black letters to read "CAUTION - BURIED (utility) LINE BELOW." Color and printing shall be permanent, unaffected by moisture or soil and shall be as follows:

Utility	Color	Marking
1. Water	Blue	Caution - Buried Water Line Below
2. Gravity Sewer	Green	Caution - Buried Sewer Line Below
3. Force Main	Green	Caution - Buried Force Main Below
4. Electric	Red	Caution - Buried Electric Line Below
5. Gas	Yellow	Caution - Buried Gas Line Below
6. Telephone	Orange	Caution - Buried Telephone Line Below
7. SCADA	Orange	Caution - Buried SCADA Line Below

B. Tape shall be by Blackburn Manufacturing, Joseph G. Pollard Co., or Reef Industries Inc.

2.03 TRACER WIRE

A. Tracer wire shall be #12 wire.

13 PART 3 EXECUTION

3.01 PROJECT SAFETY

A. Contractor is responsible for Project safety.

B. Perform work in conformance with applicable State and Federal safety regulations including, but not limited, to the following:
   1. North Carolina Safety and Health Standards for the Construction Industry (29CFR 1926 Subpart P).
   2. NC OSHA Industry Guide No. 14, Excavations.
   3. NC OSHA Industry Guide No. 20, Crane Safety.

C. Provide barriers, warning lights, and other protective devices at excavations as necessary for safety of workers and the public.

D. Provide sloping of bank, shoring, sheeting, or other means of maintaining thestability of the trench in accordance with the requirements of the Associated Contractor's Manual of Accident Prevention OSHA, Part 1926.P.

3.02 PROTECTION OF UNDERGROUND FACILITIES

A. Refer to paragraph 4.04 of the General Conditions and SC-4.04.A.2 of the Supplementary Conditions concerning the protection of Underground Facilities.

B. Approximate locations of existing underground facilities at the site are indicated on the Drawings based on information available to the Engineer. Engineer and Owner do not take responsibility for the accuracy of the information.

C. Investigate underground facility locations prior to the start of construction.

D. Repair damage to existing facilities at no additional cost to the Owner.

E. A change in conditions may be considered due to the location of the existing facilities as allowed in the General Conditions. This does not include the cost for repair of damaged facilities not properly located in advance of construction.

F. Separation distances shall be in accordance with utilities requirements.

3.03 CONSTRUCTION STAKING

A. Provide construction staking. Owner will provide key reference points and benchmarks for construction, which in the Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work as necessary for construction. Contractor shall protect and preserve the established reference points and property monuments.

B. Contractor shall report to Engineer whenever a reference point or property monument is lost or destroyed or requires relocation because of necessary changesin grades or locations. Contractor shall be responsible for the accurate replacement or relocation of such reference points or property monuments by a registered professional surveyor in the State of North Carolina.

3.04 LOCATION OF INSTALLED UTILITIES

A. Contractor shall be responsible for locating contract installed utilities as requested by third parties proposing to dig in the contract area until the date that the entire contract is recommended for final payment by Engineer to Owner.

3.05 WATER CONTROL

A. Prevent surface water from entering the trench.

B. When trench bottom is below the existing ground water table, install a dewatering system to maintain water table 1 foot below trench bottom. Provide a man experienced in dewatering work at the job site.

C. Maintain dewatering until backfilling has proceeded above the existing ground water level.

D. Dispose of water from dewatering operations in accordance with the North Carolina Sedimentation Pollution Control Act.

3.06 USE OF EXPLOSIVES

A. Explosives may not be used on the Project.

3.07 EXCAVATING

A. Excavation shall be by open cut, unless otherwise indicated on the Drawings or specified herein. Short sections of trench may be tunneled or direct bored with the approval of the Engineer.

B. Stockpile excavated material in such a manner that it will not obstruct the flow of runoff, streams, endanger Work, impair the use or appearance of existing facilities, or be detrimental to the completed Work.

C. Contractor shall segregate excavated material so as to maintain material suitable for backfill separate from material that is unsuitable.

D. Trench dimensions at the pipe embedment and foundation zone unless noted otherwise shall be as follows:
   1. Minimum width: Pipe outside diameter plus 18 inches.
   2. Maximum width: Pipe outside diameter plus 24 inches.
   3. Sides shall be vertical to a minimum of one foot above the top of pipe.

E. Shape trench bedding to provide uniform bearing for the full pipe length. Bottom shall be free of protrusions that could cause point loading on pipe. Provide bell holesas required for properly making pipe joint.

F. Do not over excavate. Excavation below grade without approval of Engineer shall be backfilled with Class I material at no additional cost.

G. Undercut soils that become unsatisfactory by construction activity or by being left exposed to the weather and backfill with Class I material at no additional cost.

H. Remove shoring, bracing, and sheeting, unless otherwise noted, as the trench is backfilled. Engineer shall have the authority to require that the sheeting be left in place.

I. Excavation of trench shall not advance more than 200 feet ahead of the installation. In no case should the excavation extend beyond that which can be backfilled by the end of the workday.

J. Correct unstable soil conditions encountered at trench foundation by one of the following methods:
   1. Excavate below grade as approved by Engineer and backfill with Class I material or approved substitute material at unit price bid or the cost to be included in pipe unit bid price as indicated in Section, Unit Prices.
   2. Provide piling and / or timber cradles in a manner approved by the Engineer. Payment will be made as a change to the Contract Price.
   3. Provide concrete cradle or encasement of concrete at unit price bid or the cost to be included in the lump sum price as indicated in Section, Unit Prices.

K. Rock and Hard Material
   1. Excavate rock and hard material to a minimum depth of 4 inches below the pipe for pipes smaller than 30 inches and 6 inches for pipes 30 inches and larger.

L. Pressure Lines:
   1. Provide a minimum 3 feet of cover, unless indicated otherwise on the Drawings.
   2. Excavate trenches to provide vertical curve chords that will not exceed the pipe manufacturer's recommended joint deflection.

   3. Provide concrete thrust blocks having a compressive strength of 3,000 psi at 28 days at change in horizontal and vertical direction and reduction in the pipe size, unless other restraint systems are indicated otherwise on the Drawings. Cut trench sides vertical and square to receive concrete. Provide bearing area against trench wall as indicated on the Drawings.

M. Gravity Lines:
   1. Excavate trench to the alignment and grade indicated on the Drawings.

N. Utility Structures: Provide a minimum of 12 inches below subgrade and backfill with Class I compacted to 95 percent maximum density. If the soil conditions are found to be unsuitable for structural stability of the manhole, Engineer may require additional depth of Class I material.

3.08 BACKFILLING

A. Electronic marker balls shall be installed approximately 6-inches over the point to be located, and a minimum of 6-inches from any metal objects. However, burial shall not be less than 18-inches nor more than 4 feet. Ball markers to be hand backfilled to 1 foot above ball marker as to prevent movement or damage. Electronic marker balls shall be installed at the following locations.
   1. On ductile iron and PVC pipe water mains.
   2. At a minimum of every one hundred linear feet directly over main line.
   3. At bends 22-1/2 degrees and larger.
   4. At capped or plugged ends if no blow-off assembly.
   5. At tees over main line.

B. Weather Limitations: Proceed with backfill operations based on the following weather conditions:
   1. Temperature must be above freezing and rising.
   2. In windy, hot, or arid conditions with a high rate of evaporation add moisture to the material to maintain the optimum moisture content.
   3. Do not proceed in rain or on saturated subgrade.
   4. Do not place material on surfaces that are muddy, frozen, or contain frost.

C. General
   1. Maintain backfill operation within 200 feet from pipe laying operation.
   2. Backfill trench to existing ground surface with select excavated material at the specified compaction.
   3. If excavated material is unsuitable to obtain specified compaction, provide suitable off-site borrow material for backfill.
   4. Re-excavate trenches improperly compacted. Backfill and compact as specified.
   5. Provide appropriate tamping equipment, and water to obtain proper moisture content, to achieve specified compaction of backfill.
   6. Conduct operation of heavy equipment above pipe installation as to prevent damage to pipe.
   7. Install warning / identification tape over utilities. Bury tape one foot below finished grade above the utility.
   8. Install tracer wire for non-metallic pressure pipe. Bury tracer wire with pipe. Wire shall be looped into valve boxes to allow access for direct contact location.

D. Backfill in pipe embedment zone (bedding, haunching, and initial backfill).
   1. General:
      a. Backfill with material as specified below. Material shall be free from objects larger than 2 inches.
      b. Where rock and hard material has been excavated below pipe bottom, backfill and compact bedding with Class I material. Class II or III material may be used for bedding with Engineer's approval.
      c. Place backfill material to assure placement of material under pipe haunches.
      d. Take care during placement and compacting of material to avoid movement of pipe.
   2. Place backfill in bedding and haunching zones in 6 inch maximum lifts and compact to 90 percent density. Place initial backfill in one lift do not compact. Provide backfill material in pipe embedment zone as specified below.
      a. Pressure Lines (Flexible and Rigid Pipe)
         1) Excavation in Class I, Class II, Class III, and stable Class IV soils suitable for bedding, the bedding surface shall provide a firm foundation of uniform density. Backfill with select excavated material.
         2) Excavation in Class V, unstable Class IV soils, running water, and other unstable soil conditions, excavate a minimum of 4 inches below pipe bottom and provide Class I material for bedding and haunch zone. Backfill with Class I, II, or III material in initial backfill.
      b. Gravity Sewer Lines, Rigid pipe (concrete and ductile iron)
         1) Excavation in Class I, Class II, Class III, and stable Class IV soils suitable for bedding, the bedding surface shall provide a firm foundation of uniform density. Backfill with select excavated material.
         2) Excavation in Class V, unstable Class IV soils, running water, and other unstable soil conditions, excavate a minimum of 4 inches below pipe bottom and provide Class I material for bedding and haunch zone. Backfill with Class I, II, or III material in initial backfill.
         3) Ductile Iron over 16 inch
            i) Depth 0 - 12 feet: Type 2 laying conditions same as for pressure pipe.
            ii) Depth over 12 feet: Provide Class I material for bedding and 4 inches up from bottom of pipe.
      c. Gravity Sewer Lines, Flexible (PVC SDR 35)
         1) Depth 0 to 14 ft: Provide Class I material for bedding and haunching. Backfill with Class I, II, or III material in initial backfill.
         2) Depth over 14 ft: Provide Class I material for bedding, haunching, and initial backfill.
      d. Gravity Sewer Lines, Semi-rigid pipe (PVC and ABS Truss Pipe)
         1) Depth 0 to 14 ft: Provide Class I material for bedding and haunching. Backfill with Class I, II, or III material in initial backfill.
         2) Depth over 14 ft: Provide Class I material for bedding, haunching, and initial backfill.

E. Final Backfill
   1. Backfill with materials free of stones and debris larger than 6 inches in dimension. Place backfill in lifts not exceeding the thickness and compacted to the minimum density specified below.
   2. Trench backfilled with noncohesive materials may be compacted with water flooding; except under roadways, shoulders of roadways, and other areas

subject to vehicular movement, provided the method of compaction is approved by the Engineer and provides the degree of compaction required.
   3. Lifts and density:
      a. Undeveloped areas (i.e., forests, fields, and, croplands): Trench may be filled with bulldozer blade provided material fall will not damage pipe.Mound soil over the trench area sufficiently to settle level over time. Degree of compaction shall be 85 percent.
      b. Lawns: Backfill in 12-inch lifts and compact to 90 percent. Top 12 inches shall be free of material with a dimension over 2 inches.
      c. Roads (including Rights-of-way), drives, parking areas (including areas within 20 feet), and adjacent to existing utilities: Backfill in 6 inch lifts compact to 95 percent.
      d. Within 20 feet of foundations: Backfill in 6-inch lifts compacted to 95 percent.

F. Utility Structures: Bring backfill to grade in even lifts on all sides. Lift depths and compaction densities shall be as specified according to area of installation for pipe above. Backfill against cast-in-place concrete structure only after concrete has attained the specified 28-day compressive strength.

3.09 ANTI-SEEP COLLARS

A. Anti-seep Collars: Provide anti-seep collars to prevent groundwater flow along pipe in wetlands as indicated on the Drawings. Use select clay material for collars. Collars shall extend past trench walls and bear against undisturbed soils. Dimensionof collars shall be as indicated on the Drawings. Do not place stone in area of anti- seep collars.

B. Concrete Collar: Provide Class B concrete with minimum cement content of 5 sacks per cubic yard (5.5 sacks for angular course aggregate); 6.8 gallons of water per sack water-cement ratio; 2-4 inch slump range; and 28-day strength of 2,500 psi.

C. Clay Collar: Provide clay of medium to high plasticity with a soil classification of CL or CH and a permeability of 10-5 cm / second. Place clay in 6-inch lifts and compactby use of a mechanical hydraulic tamper to 95 percent.

3.10 SOIL TESTING

A. Compaction tests may be made at the option of Engineer. An independent testing laboratory will perform tests.

B. For each test that fails the compaction requirements, the testing firm at the direction of the Engineer shall make two additional tests. Contractor shall pay cost of additional tests made because of failure of compaction test.

C. Correct deficiencies in compaction.

3.11 PAVEMENT PATCHING

A. Repair damaged pavement structure.

B. Cut existing pavement for utility installation in straight lines generally parallel to the utility. Properly dispose of removed pavement structure.

C. Extend pavement patch 1 foot beyond each side of trench on firm subgrade. Slope new surface to drain.

D. Asphalt Pavements: Replace asphalt pavement with a pavement structure equal to existing but no less than as detailed on the Drawings.

E. Concrete Pavements: Replace concrete pavement with pavement structure equal to existing but no less than as detailed as Drawings. Concrete shall be minimum 3,000 psi. When existing concrete joint is within 5 feet of trench remove existing concrete to joint. Provide expansion joint at edge of existing concrete. Surface treatment shall match existing.

F. Curbs, Gutters, and Sidewalks: Replace curbs and gutters, and sidewalks removed or damaged with similar sections to match the existing. Remove to nearest existing joint.

G. Approval of Other Authorities: Pavements under the jurisdiction of the NC Division of Highways shall be subject to the approval of a representative of that Division.

H. Raise existing and new manholes and valve boxes to finished pavement grade. Excavate around top of existing manhole and valve box as necessary. Remove existing top ring, and install new grade ring(s) as necessary. Install existing cover. Raise existing valve box. Provide concrete collar around manhole ring and valve box.

I. Pavement patching shall include the cost to adjust existing and new manhole and valve boxes to finished pavement elevations.

3.12 GRADING AND CLEAN-UP:

A. Provide for testing and clean up as soon as practicable, so these operations do not lag far behind the pipe installation. Perform preliminary clean up and grading as soon as backfill is complete.

B. Provide positive drainage of finished grade and drain away from structures. Finished grade shall be reasonably smooth, compacted, free from irregular surface changes and comparable to the adjacent existing ground surface.

C. Seed disturbed areas in accordance with Section, Lawns and Grasses.

D. Upon completion of backfilling, remove and properly dispose of excess material and waste.

END OF SECTION

SECTION 02370

EROSION CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General contractor shall provide erosion control work. Work shall include, but not be limited to, the following:
1. Erosion control at project site.
2. Erosion control at borrows and disposal areas as required by Contractor. Cost shall include erosion control permits as necessary for borrow and disposal areas.
3. Removal of surface debris.
4. Temporary and permanent ground cover.
5. Maintain and remove erosion control devices.

1.02 RELATED SECTIONS

A. The following Sections have work that is directly related to this Section. This does not relieve the Contractor of his responsibility of proper coordination of all the work:
1. Section 02920 Lawns and Grasses

1.03 REFERENCED STANDARDS

A. "Erosion and Sediment Control Planning and Design Manual," issued by the N. C. Sedimentation Control Commission.

1.04 QUALITY ASSURANCE

A. Conform to rules and regulations of the Erosion Control Laws of the State of North Carolina, specifically the Sedimentation Pollution Control Act of 1973 (G.S. 113A) as amended, and the local jurisdiction where the project is located.

B. Post a copy of the approved erosion control permit, furnished by Owner, at the site prior to starting work. Maintain a copy of the approved erosion control plan at the site.

C. Provide permanent ground cover as soon as possible, and no later than 15 working days after completion of work in a specific area.

1.05 WARRANTY

A. Contractor is liable for damages to public and private property and fines as may be placed on the Project by the governing agencies due to failure to provide adequate erosion control devices.

14 PART 2 PRODUCTS

2.01 MATERIALS

A. Matting / Erosion Control Fabric (ECF): Matting and ECF shall be heavy jute mesh over mulch held in place by staples. Commercially available ECFs may be used upon approval of the engineer. Approval of fabrics will require manufacturer's design

data regarding velocity, ditch slopes, method of installation, decay cycle, repair techniques, and grass growth enhancement characteristics.

B. Wire Staples: 16 gauge steel wire, with minimum of 3" top and 4" long legs.

C. Gravel for Stone Filters: #57 crushed stone.

D. Filter Fabric: 7-1/2 oz. burlap fabric or other silt filtering fabric.

E. Riprap:
   1. Class A: Stone shall conform to NCDOT standards and shall range in size from 2 to 6-inches with the stone gradation being equally distributed within the required size range.
   2. Class B: Stone shall conform to NCDOT standards and shall range in size from 5 to 12-inches with the stone gradation being equally distributed within the required size range.
   3. Type 1: Stone shall conform to NCDOT standards and shall range in size from 5 to 17-inches with the stone gradation being equally distributed within the required size range.

15 PART 3 EXECUTION

3.01 INSTALL EROSION CONTROL DEVICES

A. Install erosion control devices, which shall be in place and operational prior to other land disturbing activity.

B. After installing erosion control devices as indicated on the Drawings, verify that reasonable measures have been taken to prevent the sedimentation of nearby watercourses, existing and new facilities, and adjacent property.

C. Should Contractor believe that additional measures are necessary to adequately prevent erosion, immediately notify Engineer. If rain is predicted before the Engineer can be notified, take measures as necessary to prevent siltation of nearby water courses and work will be paid for as provided in the General Conditions.

D. After installing erosion control devices, request an inspection by the local agency having jurisdiction and the Engineer.

E. Incorporate permanent erosion control work into the project at the earliest practicable time. Coordinate temporary erosion control measures with permanent erosion control measures and other work on the project to assure effective and continuous erosion control throughout the construction and post construction period.

F. Maintain erosion control devices during construction until the disturbed areas are stabilized and the agency having jurisdiction and the Engineer have approved the removal of the erosion control devices.

3.02 BORROW AND DISPOSAL AREAS:

A. Obtain and pay for erosion control permit for borrow and disposal areas as required by Contractor.

B. Install and maintain erosion control devices in accordance with Contractor's approved plan.

3.03 MAINTENANCE

A. Inspect erosion control devices after each rainfall. Make required repairs immediately. Remove sediment deposits when deposits reach approximately one- half of the capacity of the erosion control device.

B. Respread accumulated sediments on the project site in a manner that will not adversely affect erosion control facilities and permanent ground cover.

C. Silt Fence: Should the filter fabric decompose or become ineffective before approval of its removal by the Engineer, replace fabric immediately at no additional cost to the Owner.

D. Temporary Construction Entrance: Maintain entrance in a condition that will prevent tracking or flow of mud onto public rights-of-way. This may require periodic top dressing with 2 inches of stone, as conditions require, at no additional cost to the Owner.

3.04 SEEDING

A. Disturbed areas not covered by new construction shall be seeded.

B. Provide temporary and permanent seeding in accordance with Section, Lawns and Grasses.

3.05 STABILIZATION AND CLEAN-UP

A. Remove erosion control devices upon the approval of the permanent stabilization of this site by the agency having jurisdiction of the area and the Engineer. Dress sediment deposits remaining in place after the erosion control devices are removed to conform to the existing grade, prepared and seeded. Include cost of removal and cleanup in the cost of the installation of the device.

END OF SECTION

SECTION 02831

HAND RAIL

PART 1 GENERAL

1.01 SUMMARY

A. Provide complete Hand Rail as indicated on the Drawings and specified herein. Work shall include, but not be limited to, the following major items and necessary accessories for a complete and operational system:
   1. Hand Rail as shown on plans.
   2. Fence post, frame and concrete foundation.

1.02 SUBMITTALS

A. Submit the following in accordance with Section, Submittal Procedures:
   1. Catalog Data: Submit manufacturer's standard drawings or catalog cuts for the following. Products to be furnished for the Project shall be clearly indicated including options to be provided.
      a. Individual components of the fencing system.
   2. Shop Drawings: Submit Project specific shop drawings for the following:
      a. Layout drawing showing spacing of posts and location of corner, end, and pull posts.
   3. Manufacturer's Installation Procedures.

1.03 QUALITY ASSURANCE

A. Installer Qualifications: Engage an installer who has at least three years' experience and has completed at least five chain link fence projects with the same material and of similar scope to that indicated for this project with a successful construction record of in-service performance.

PART 2 PRODUCTS

2.01 FABRIC N/A

A. Selvage: Knuckled on both selvages. Fabric 60 inches high and under shall be knuckled at both selvages. Fabric 72 inches high and over shall be knuckled at one selvage and twisted and barbed at the other selvage. Both selvages of meshes less than 2 inches shall be knuckled.

B. Aluminized Steel Chain-Link Fence Fabric: Fabricated in one-piece widths for fencing 12 feet and less in height to comply with Chain Link Fence Manufactures Institute (CLFMI)" Product Manual" and with requirements indicated below:
   1. Mesh and Wire Size: 2-inch mesh, 0.192-inch diameter (6gage).
   2. Mesh and Wire Size: 2-inch mesh, 0.148-inch diameter (9gage).
   3. Coating: ASTM A 817, Type 1, aluminized with 0.40 oz./sf. aluminum (all gages, all fence fabric).

C. Safety Netting: Black all weather boundary netting, 1- inch mesh 320 lb. Breaking strength.

2.02 FRAMING

A. Round member sizes are given in actual outside diameter (OD) to the nearest thousandth of inches. Round fence posts are often referred to in ASTM standard specifications by Nominal pipe sizes (NPS) or the equivalent trade sized inches. The following indicates these equivalents all measured in inches:

Actual OD Size	NPS Size	Trade
1.660	1 1/4	1 5/8
1.900	1 1/2	2
2.375	2	2 1/2
2.875	2 1/2	3
4.0	3 1/2	4

B. Type I Round Posts: Standard weight (schedule 40) galvanized-steel pipe conforming to ASTMF 1083, according to heavy industrial requirements of ASTM F 669. Group IA, with minimum yield strength of 25,000 psi, not less than 1.8 oz. of zinc per square foot. Type coating inside and outside according to ASTM F 1234, as determined by ASTM A 90, and weights per foot as follows:

Actual OD	Weight (lb/ft)	NPS Size
1.660	2.27	1-1/4
1.900	2.72	1-1/2
2.375	3.65	2
2.875	5.79	2 1/2
4.000	9.11	3 ½

C. Top Rail: Manufacturer's longest lengths (21 feet) with expansion-type coupling, approximately 6 inches long for joining. Provide rail ends of other means for attaching top rail securely to each gate, corner, pull, and end post.
   1. Round Steel: 1.660-inch OD Type.

D. Paints, enamels, lacquers, paste fillers, caulks, and other materials shall be delivered in original sealed containers that plainly show the designated name, formula, batch number, color, date of manufacture, and name of manufacturer.

   1. All paint used shall be by Sherwin Williams - Yellow Oil Base Exterior Paint.
   2. The thinning of paint for additional coverage will not be permitted. The Contractor is to follow manufacturer's guidelines on recommended paint coverage

E. Bottom and Intermediate Rail: Same material as top rail unless indicated otherwise. Provide intermediate rail for fence heights of 10 feet or greater. Provide manufacturer's standard galvanized-steel, cast-iron or cast-aluminum cap for each end.

2.03 FITTINGS AND ACCESSORIES

A. Material: Comply with ASTM F 626. Mill-finished aluminum or galvanized iron or steel to suit manufacturer's standards.
   1. Steel and Iron: Unless specified otherwise, hot-dip galvanize steel or cast-iron fence fittings and accessories with at least 1.2 oz. Zinc per sq. ft. as determined by ASTM A 90.

B. Post and Line Caps: Provide weathertight closure cap for each post. Provide line post caps with loop to receive top rail.

C. Post Brace Assembly: Manufacturer's standard adjustable brace. Use material specified below for brace, and truss to line posts with 3/8-inch-diameter rod and adjustable tightener. Provide manufacturer's standard galvanized-steel, cast iron or cast-aluminum cap for each end.
   1. Round Steel: 1.6600-inch OD Type I steel pipe.

D. Tie Wire: (9-gage) aluminum wire alloy 1350-H19 or equal.

2.04 CONCRETE

A. Concrete: Provide concrete consisting of Portland cement per ASTM C 150, aggregates per ASTM C 33, and potable water. Mix materials to obtain concrete with a minimum of 28-day Compression strength of 3000 psi. Use at least four sacks of cement per cu. yd., 1-inch maximum size aggregate, 3-inch maximum slump.

B. Package Concrete Mix: Mix dry-packaged normal-weight concrete conforming to ASTM C 387 with clean water to obtain a 2 to 3-inch slump.

2.05 GATES N/A

   a. Latch: Forked type or plunger-bar type to permit operation from either side of gate, with padlock eye as an integral part of latch.
   b. Keeper: Provide a keeper for vehicle gates that automatically engages gate leaf and holds it in the open position until manually released.
   c. Gate stops: Provide gate stops for double gates consisting of mushroom-type flush plate with anchors, set in concrete, and designed to engage a center drop rod or plunger bar. Include a locking device and padlock eyes as an integral part of the latch, permitting both gate leaves to be locked with a single padlock

PART 3 EXECUTION

3.01 INSTALLATION

A. General: Install fence to comply with ASTM F 567. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
   1. intermediate horizontal rails in the backstop shall be spaced at a maximum of 5 feet. Provide extended posts, braces, cables, turnbuckles and boundary netting overhang as indicated on details.

B. Excavation: Drill or hand-excavate (using post-hole digger) holes for posts to diameter and spacings indicated, in firm, undisturbed or compacted soil.
   1. If not indicated on Drawings, excavate holes for each post to minimum diameter recommended by fence manufacturer, but not less than four times the largest cross section of post.

2. Unless otherwise indicated, excavate hole depths approximately 3 inches lower than post bottom, with bottom of posts set not less than 36 inches below finish grade surface.

C. Setting Posts: Center and align posts in holes 3 inches above bottom of excavation. Space a maximum of 10 feet o.c., unless otherwise indicated.
   1. Protect portion of posts above ground from concrete splatter. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and hold in position during placement and finishing operations.
      a. Pour concrete footings to a level 2" below finished grade and cover with fresh earth from excavation.

D. Top Rails: Run rail continuously through line post caps, bending to radius for curved runs and at other posts terminating into rail end attached to posts or post caps fabricated to receive rail. Provide expansion couplings as recommended by fencing manufacturer.

E. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and Gateposts with tension bands spaced not over 15 inches o.c.

END OF SECTION

LAWNS AND GRASSES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Work shall include, but not be limited to, the following:
   1. Surface preparation of subsoil.
   2. Placing topsoil.
   3. Addition of lime and fertilizer.
   4. Seeding.
   5. Maintenance to produce a permanent stand of grass.

1.02 PAYMENT PROCEDURES

A. Base bid for the work on the specified quantities of lime, fertilizer, and seed. After the specified soil tests have been made, Engineer may vary specified quantities. Should the actual quantities applied in the field vary appreciably from those specified, an adjustment in the contract price may be made.

1.03 REFERENCES

A. N.C. Department of Agriculture - NCDA

B. U.S. Department of Agriculture - USDA

1.04 PERFORMANCE REQUIREMENT

A. Grassed area shall be considered established when it presents a green appearance from eye level 50 feet away and the grass is vigorous and growing well in each square foot of seeded area. It is not required that the seeded area be thick and heavy as an old established lawn.

B. Should the permanent seed not germinate and produce a strand of grass, reseed affected areas until a permanent stand is established.

1.05 SUBMITTALS

A. Not less than 6 weeks prior to seeding, obtain representative soil samples from areas to be seeded and deliver the properly packaged samples with an information sheet for each sample properly filled out to the Soils Division of the NC Department of Agriculture or a private laboratory. Based on the test results, submit to the Engineer a recommendation as to the quantity and type of lime, fertilizer and seed for the area covered by the test.

1.06 QUALITY ASSURANCE

A. Quality of fertilizer, lime, and seed, and operations in connection with the furnishing of this material, shall comply with the requirements of the N.C. Fertilizer, Lime and Seed Law; and with the requirements of the rules and, regulations adopted by the NC Department of Agriculture in accordance with the provisions of the said law.

B. Seed containers shall bear an official "Certified Seed" label as inspected by the N.C. Crop Improvement Association.

C. Packages for soil conditioners and fertilizer shall bear manufacturer's guaranteed analysis.

D. Do not apply lime, fertilizer or seed in strong wind, when the soil is extremely wet, or otherwise unworkable. No rolling shall be done if precipitation after seeding would make the operation detrimental to the seed bed.

1.07 DELIVERY, STORAGE, AND PROTECTION

A. Deliver grass seed mixture in sealed containers showing percentage of seed mix, year of production, net production, net weight, date of packaging, and location of packaging.

B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.08 MAINTENANCE SERVICE

A. Maintain seeded areas until grass is well established and exhibits a vigorous growing condition for a minimum of two cuttings. Mow grass at regular intervals to a maximum height of 3 inches. Hand clip where necessary.

B. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions.

C. Water areas seeded between May 1 and July 15 at such intervals as to maintain the seeded area in a moist condition until the grass is established and accepted by the Engineer. Provide equipment to transport and distribute the water to the seeded areas. Areas seeded between September 1 and November 1 need not be irrigated beyond the initial watering specified above except that the Contractor may apply water at his own discretion.

16 PART 2 PRODUCTS

2.01 MATERIALS

A. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds, and roots; pH value of minimum 5.4 and maximum of 7.0.

B. Lime: Ground Dolomitic agricultural limestone, not less than 85 percent total carbonates, ground so that 50 percent passes 100 mesh sieve and 90 percent passes 30 mesh sieve. Coarser material will be acceptable, provided the specified rates of application are increased proportionately on the basis of quantities passing No. 100 mesh sieve.

C. Fertilizer: Mixed, commercial, fertilizer containing 10-10-10 percentages of available nitrogen, phosphoric acid, and potash respectively, plus superphosphate with 20 percent P2O5 content. Fertilizer shall be dry, in granular (pellet) form, shall be delivered to the site in the manufacturer's original bag or container which shall be plainly marked as to formula.

D. Seed: Fresh seed guaranteed 95 percent pure with a minimum germination rate of 85 percent within one year of tests. Provide the following seed mixtures with lime and fertilizer in disturbed areas including NCDOT Rights-of-Way:

1. Temporary Seeding

Planting Dates	Grass Type	Pounds/Acre
Dec. 1 - Apr. 15	Rye (Grain)	120
	Kobe Lespedeza	50
Apr. 15 - Aug. 15	German Millet	40
Aug.15 - Dec. 1	Rye (Grain)	120
Lime		3,000
Fertilizer	10-10-10	800
Mulch	Straw	4,000

2. Permanent Seeding

Planting Dates	Grass Type	Pounds/Acre
Feb. 15 - Apr. 30	Tall Fescue	80
&	Pensacola Bahiagrass	50
Sept. 1 - Oct. 30	Sericea Lespedeza	30
	Kobe Lespedeza	10
Lime		4,000
Fertilizer	10-10-10	1,000
Mulch	Straw	4,000

On poorly drained sites omit sericea and increase kobe to 30 lb / acre.

E. Matting / Erosion Control Fabric (ECF): Matting and ECF shall be heavy jute mesh over mulch held in place by staples. Commercially available ECFs may be used upon approval of the engineer. Approval of fabrics will require manufacturer's designdata regarding velocity, ditch slopes, method of installation, decay cycle, repair techniques, and grass growth enhancement characteristics.

F. Wire Staples: 16 gauge steel wire, with minimum of 3" top and 4" long legs.

G. Mulch: Threshed straw of oats, wheat, or rye; free from seed of obnoxious weeds; or clean salt hay. Straw which is fresh and excessively brittle or straw which is in such an advanced stage of decomposition as to smother or retard growth of grass will not be acceptable.

H. Water: Water shall be free from substances harmful to growth of grass.

17 PART 3 EXECUTION

17.01 PREPARATION OF SUBSOIL

A. Complete operations in the area to be seeded and prepare subsoil to eliminate uneven areas and low spots. Bring surface to the approximate design contours.

B. Scarify subsoil to a depth of 3 inches. Remove weeds, roots, stones and foreign materials 1-1/2 inches in diameter and larger.

17.02 PLACING TOPSOIL

A. Place topsoil during dry weather and on dry unfrozen subsoil.

B. Spread topsoil to a minimum depth of 4 inches. Remove vegetable matter and foreign non-organic material from topsoil while spreading. Grade surface to provide positive drainage and prevent water ponding. Lightly compact topsoil with at least one pass of a cultipacker or similar equipment

C. Maintain the finished surfaces by protecting, and replacing topsoil and subsoil as necessary until the area is accepted under the contract.

17.03 APPLICATION OF LIME

A. Liming shall be done immediately after grading has reached the fine grading stage, even though actual seeding may not be done until several months later.

B. Spread lime evenly by means of a mechanical distributor.

C. When lime is distributed by commercial liming dealers, sales slips showing the tonnage delivered shall be filed with the Engineer and shall show the full tonnage required for the acres treated.

D. Incorporate lime in the top 2 to 3 inches of soil by harrowing, disking, or other approved means.

17.04 APPLICATION OF FERTILIZER

A. Spread fertilizer not more than 2 weeks in advance of seeding.

B. To verify application rate, determine acreage to be fertilized and provide Engineer with total weight of fertilizer applied to the area.

C. Provide mechanical spreader for even distribution and spread half of the rate in one direction, and the other half at right angles to the first. Mix thoroughly into upper 2 to 3 inches of soil by disking, harrowing or other approved methods.

17.05 SEEDING

A. Accomplish seeding by means of an approved power-drawn seed drill, combination corrugated roller-seeder, approved hand operated mechanical seeder, or other approved methods to provide even distribution of seed.

B. Do not seed when ground is excessively wet or excessively dry. After seeding, roll area with a roller, not less than 18 inches in diameter and weighing not more than 210 pounds per foot of width. Upon completion of rolling, water area with a fine spray.

C. Immediately following seeding apply mulch or matting. Do not seed areas in excess of that which can be mulched on same day.

D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil depth

17.06 MULCHING AND MATTING

A. Apply mulch or matting as required to retain soil and grass, but no less then the following:
   1. Slopes from 0 to 20 percent by spreading a light cover of mulch over seeded area at the rate of not less than 85 lbs. per 1000 sq. ft.
   2. Slopes greater than 20 percent mulch with matting. Pin matting to the ground with wire staples at 5 foot intervals, immediately after seeding.
   3. Use tack to prevent disruption of mulch.

B. For tack use an asphalt tie-down of emulsified asphalt grade AE-3 or cut-back asphalt grade RC-2 or other approved equal. The application rate shall be 0.10 gal/sy (11 gal / 1000 sq ft). An approved jute mesh or net may be used in lieu of tacking straw mulch.

C. Other types of mulch and anchoring methods may be used upon approval by the Engineer.

17.07 PROTECTION

A. Protect seeded areas from damage by barricades, signs, and other appropriate means. Maintain and protect slopes from weather damage.

18 END OF SECTION

Attachment I
Form Templates

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT: H
Date:
Amount:
Description (Name and Location):

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of theContract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

   3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

   3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

   3.3. Owner has agreed to pay the Balance of the Contract Price to:

      1. Surety in accordance with the terms of the Contract;

      2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly andat Surety's expense take one of the following actions:

   4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

   4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

   4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

   4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

   6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

   6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

   6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addressshown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

   12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damagesto which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

   12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

   12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

   12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:
Amount:
Description (Name and Location):

BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:
   2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating thata claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2. Claimants who do not have a direct contract with Contractor:

      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performedlabor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

      3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

   6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

   15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required forperformance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

   15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

   15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker:

Notice of Award

Project:	Owner: **Beaufort County**	Date:
Contract:		Engineer's Project No.:
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that your Bid received 4/5/22 for the above Contract has been considered by the Owner. You are the Successful Bidder and are awarded a Contract for the following:

The Contract Price of your Contract is Dollars ($).

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

Deliver to the Owner 3 fully executed counterparts of the Contract Documents.

Deliver with the executed Contract Documents the Contract Bonds as specified in the Instructions to Bidders,.

Other conditions precedent:

_____

_____

_____

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

_____

By: _____
Authorized Signature

_____
Title

Copy to Engineer

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged by _____

this the_____day of_____, 20___.

By:_____

Title:_____

Notice to Proceed

Project:	Owner: Beaufort County	Date:
Contract:		Engineer's Project No.:
Bidder:		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		

You are notified that the Contract Times under the above contract will commence to run on_____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the work is to be completed in 45 consecutive calendar days. The date of completion of all work is therefore_____.

Before you may start any Work at the Site, you must deliver to the Owner (with copies to Engineer and other identified additional insureds) certificates of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must :

Attend Preconstruction Conference to be conducted on :

_____
Owner:

_____
Date

Copy to Engineer

Acceptance of Notice

Receipt of the Notice of Proceed is hereby acknowledged by _____

this the_____day of_____, 20___.

By:_____

Title:_____

PAGE FOR ATTACHING

CERTIFICATE OF INSURANCE

Contractor's Application For Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE ..... $ _____
2. Net change by Change Orders ..... $ _____
3. CURRENT CONTRACT PRICE (Line 1 ± 2) ..... $ _____
1. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate) ..... $ _____
2. RETAINAGE:
a. _____% x $_____ Work Completed ..... $ _____
b. _____% x $_____ Stored Material ..... $ _____
c. Total Retainage (Line 5a + Line 5b) ..... $ _____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) ..... $ _____
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) ..... $ _____
8. AMOUNT DUE THIS APPLICATION ..... $ _____
9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above) ..... $ _____

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

Is recommended by: _____ (Engineer) _____ (Date)

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

Is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A		B	C	D	E	F		G
Item			Work Completed					
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F) B	Balance to Finish (B - F)
	Totals							

Progress Estimate

Contractor's Application

For (contract):					Application Number:					
Application Period:					Application Date:					
A			B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Stored Material Summary

Contractor's Application

For (contract):					Application Number:				
Application Period:					Application Date:				
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
			Date (Month/Year)	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	
		Totals							

Change Order
No. 1

Date of Issuance: Effective Date: _____

Project:	Owner: Beaufort County	Date:
Contract:		Engineer's Project No
Bidder:		

Bidder's Address: (send Certified Mail, Return Receipt Requested)

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments: (List documents supporting change):

See revised quantity list of items to be removed from the contract under this change order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: Working days Calendar days Substantial completion (days or date): 180 Ready for final payment (days or date): 210
[Decrease] from previously approved Change Orders No. _____ to No. 1 : $0	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Decrease] of this Change Order: $ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED :	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price orContract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Attachment B

Solid Waste Site Improvements - Yeatesville

Bid Form

The undersigned hereby certifies that he/she has read the requirements and reviewed the design documents for "Solid Waste Site Improvements - Yeatesville" in accordance with Beaufort county's Request for Proposal; thoroughly understandsthe same; and proposes to meet or exceed the requirements.

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the County's Request for Proposals.

☑ No Exceptions

☐ Exceptions:

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated below.

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Concrete Pad for Compactor (8" depth)	40	SY	85.00	3400.00
2	Removal and Disposal of Existing Decking as shown on plans	1	LS	3500.00	3500.00
3	Grading of surrounding areas to improve drainage	1	LS	8000.00	8000.00
4	Concrete Curbing along top Edge	95	LF	22.00	2090.00
5	Handrail	95	LF	75.00	7125.00
6	Seeding and cleanup of surrounding area	1	LS	2500.00	2500.00

7	Relocation of Existing Building w/ Electrical connection	1	LS	10,500.00	10,500.00
8	Fill Material for Regrading Slope ABC Stone (Depth 6")	108	SY	45.00	4860.00
9	Concrete Slab for Dumpsters (8" depth)	58	SY	85.00	4930.00
10	Light Fixtures for Light Pole	1	LS	3000.00	3000.00
11	Clearing and Site Grading	1	LS	6000.00	6000.00
	Total Construction cost				$ 55,905.00

B. Unit Prices have been computed in accordance with all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison Bids, and final payment for Unit Price Bid items will be based on actual quantities determined as provided in the Contract Document

I hereby certify that the information contained in this response to the request for proposals iscorrect and truthful to the best of my knowledge and belief.

This the 28 day of March 2022

By: _____

Title: VP

Company: B. E. Singleton

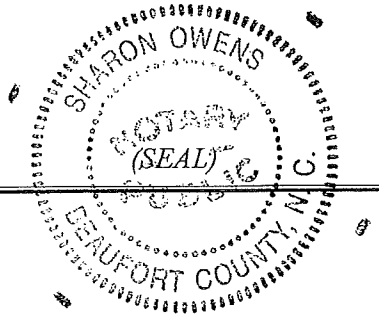
B. E. SINGLETON & SONS, INC. CORPORATE SEAL 1966 NORTH CAROLINA

I, Sharon Owens *a Notary Public in and for the County and State aforesaid, do hereby certify that personally came before me this day and acknowledged that he is of and by that authority duly given and as an act of the foregoing instrument was signed by As, attested by him/herself as Secretary, and sealed with the common seal of said corporation.*

IN WITNESS WHEREOF, I have hereumto set my hand and Notarial Seal this the 28th *day of* March, 2022.

Notary Public

My commission expires: 01/09/2023



(SEAL)

Attachment C

STATEMENT OF BIDDER QUALIFICATIONS

1. Name and Address:

B.E. Singleton & Sons
926 W 3rd St
Washington NC 27889

2. Contact Person for this Project: Bobby Hawks

Phone No: 252 946-3287

Email address: bobby@besingleton.com

3. Number of years the Contractor has been engaged under the present firm name, as indicated above:

56 yr

4. Number of regular full-time employees 48
Number of part time employees 1

5. Company Federal ID#. 56-0889543

6. NC Contractor's License #: 8226

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract:

Attachment D

CLIENT REFERENCE

Reference #1

Company Name	WIMCO Corp.
Contact Name	Kevin Rawls
Title	President
Phone Number	
Scope of Services Provided	Site grading, Paving, Concrete, utilities

Reference #2

Company Name	Rivers + Associates
Contact Name	Blaine Humphrey
Title	PM
Phone Number	252 752-4135
Scope of Services Provided	Site grading, Paving, Concrete, Utilities

Reference #3

Company Name	Stocks + Taylor
Contact Name	Selden Taylor
Title	President
Phone Number	
Scope of Services Provided	Site grading, Paving Concrete, utilities

Attachment E

ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of the following amendments to the documents:

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Amendment No. _____, Dated _____

Contractor Name: B.E. Singleton + Son

Address: 920 W 3rd St

Washington NC 27889

Signature of Authorized Representative: [signature]

Title: VP

Phone Number: 252 948-3287

Attachment F

ANTI-COLLUSION AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF BEAUFORT

Robert Hawks, being first duly sworn deposes and says that:

1. He/she is the VP (title) of B.E. Singleton (company name);

2. He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affiant, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Beaufort County, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

B. E. SINGLETON & SONS INC. NORTH CAROLINA 1966 SEAL

(SEAL)

VP (TITLE)

Subscribed and sworn to before me, this the 28th *day of* March, 2022

Notary Public Sharon Owens

County of Beaufort, *NC*

My Commission expires 01/09/2023

SHARON OWENS NOTARY PUBLIC (SEAL) BEAUFORT COUNTY, N.C.

ADDENDUM 5

Audit Contract

LGC-205 **CONTRACT TO AUDIT ACCOUNTS** Rev. 11/2021

The | Governing Board: BOARD OF COMMISSIONERS

of | Primary Government Unit: BEAUFORT COUNTY

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

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

and | Auditor Name: THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.

Auditor Address: 1626 S MADISON STREET WHITEVILLE, NC 28472

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/22	10/31/22

Must be within four months of FYE

hereby agree as follows:

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

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

b) the status of the prior year audit findings;

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

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

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

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

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

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

FEES FOR AUDIT SERVICES

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

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

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

Name:	***Title and Unit / Company:***	***Email Address:***
ANITA RADCLIFFE	Finance Officer/ Beaufort County	anita.radcliffe@co.beaufort.nc.us

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

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

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

PRIMARY GOVERNMENT FEES

Primary Government Unit	BEAUFORT COUNTY
Audit Fee	$ 42,750
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$ 12,500
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 41,437.50

DPCU FEES (if applicable)

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

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* THOMPSON, PRICE, SCOTT, ADAMS & CO, P.A.	
Authorized Firm Representative (typed or printed)* ALAN W. THOMPSON	Signature*
Date* 4-20-2022	Email Address* alanthompson@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit* BEAUFORT COUNTY	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature* SIGN HERE
Date	Email Address

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Primary Governmental Unit Finance Officer* (typed or printed) Anita Radcliffe	Signature* SIGN HERE
Date of Pre-Audit Certificate*	Email Address* anita.radcliffe@co.beaufort.nc.us

CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS AND TAX ADVISORS

Thompson, Price, Scott, Adams & Co, P.A.
P.O. Box 398
1626 S Madison Street
Whiteville, NC 28472
Telephone (910) 642-2109
Fax (910) 642-5958

Alan W. Thompson, CPA
R. Bryon Scott, CPA
Gregory S. Adams, CPA

April 20, 2022

Beaufort County
121 West 3rd Street
Washington, NC 27889

To Management and Those Charged With Governance:

We are pleased to confirm our understanding of the services we are to provide the Beaufort County for the year ended June 30, 2022. We will audit the financial statements of the governmental activities, business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the Beaufort County as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Beaufort County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Beaufort County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.
2. Law Enforcement Officers' Special Separation Allowance Schedule of Total Pension Liability (Asset) and Schedule of Total Pension Liability (Asset) as a Percentage of Covered-Employee Payroll
3. Schedule of Changes in the Total OPEB Liability and Related Ratios
4. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – LGERS
5. Schedule of the Proportionate Share of the Net Pension Liability (Asset) and Schedule of County Contributions – ROD

We have also been engaged to report on supplementary information other than RSI that accompanies the Beaufort County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal and State Awards.
2. Combining and Individual Fund Financial Statements, Budgetary Schedules, and Other Schedules

Our responsibility for other information included in documents containing the entity's audited financial statements and auditors' report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on-

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards.*

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Board of Commissioners and management of Beaufort County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards.* In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories (if material), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Test of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards,* and the Uniform Guidance.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Beaufort County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. Accordingly, we will express no such opinion. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Beaufort County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to

express an opinion on Beaufort County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Beaufort County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards.* We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and State awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review by May 2, 2022.

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and State awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and State awards. You also agree to make the audited financial statements readily available to intended users of schedules of expenditures of federal and State awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal and State awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, (Anita Radcliffe), who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' report or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Board; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Thompson, Price, Scott, Adams & Co., P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request in a timely manner to Oversight Agencies (or its designee), a federal agency provided direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Thompson, Price, Scott, Adams & Co., P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parities may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal cognizant agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

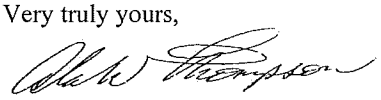
We expect to begin our audit by approximately May 2, 2022 and to issue our reports no later than October 31, 2022. Alan Thompson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, should not exceed $55,250. Also, any excessive additional fees incurred in obtaining required audit evidence (i.e. bank confirmations) will be billed directly to the Board. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

If additional programs are required to be tested that have not been identified as major programs for testing in previous years, additional fees may be charged at standard hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. However, we believe our contract as it is will be sufficient to cover but we do want to reserve the right to discuss this issue.

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

Very truly yours,



Alan W. Thompson, CPA
Thompson, Price, Scott, Adams & Co., P.A.

RESPONSE:

This letter correctly sets forth the understanding of the Beaufort County.



Management signature: _____

Title: _____

Date: _____



Governance signature: _____

Title: _____

Date: _____

CC: Board of Commissioners