



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, May 20th, 2024

224 Seminary Street

Kenansville, N.C. 28349

6:00 p.m. Meeting Called to Order
Invocation
Pledge of Allegiance
Approval of Meeting Agenda

Approval of Minutes – Regular Meeting held on May 6th, 2024. **(A)**

Approval of Minutes – Joint Meeting held on May 14th, 2024 with the Duplin County Board of Education. **(B)**

REGULAR MEETING AGENDA

CONSENT AGENDA

1. Budget Amendments Journal Entry Proof **(C)**
2. Tax and Solid Waste Releases - #21891 - #21902 **(D)**
3. Approve the Master Services Agreement Between Duplin County, NC and Tetra Tech, Inc. for Debris Monitoring and Recovery Services Amendment No. 2 Extending the Contract Term for One (1) Year from August 1st, 2024 through July 31st, 2025 and Authorize the Emergency Management Director/Fire Marshall to Sign **(E)**
4. Approve the Contract Renewal Between Duplin County, NC and CrowderGulf for Disaster Recovery and Debris Management Services Extending the Contract Term for One (1) Year with a New Expiration date of July 30th, 2025 and Authorize the Emergency Management Director/Fire Marshal to Sign **(F)**
5. Accept and Adopt Duplin County Public Transportations' Updated Title VI Policy and Authorize Chairman to Sign **(G)**
6. Renew the Maintenance and Repairs Contract for the Limestone and Muddy Creek Watershed with D&D Construction, LLC for the period July 1st, 2024 through September 30th, 2024 in the Amount not to Exceed \$108,700 and Authorize Chairman to Sign. **(H)**
7. Renew the Mowing Maintenance Contract for the Limestone and Muddy Creek Watershed with Hank Bond d/b/a Han-Dy-Land Farms for the period December 1st,

2024 through February 28, 2029 in the Amount not to Exceed \$53,800 and Authorize Chairman to Sign (I)

8. Adopt a Resolution Proclaiming Emergency Medical Services Week in Duplin County May 19-25, 2024 and Authorize Chairman to Sign (J)
9. Approve a Client Services Agreement Between Duplin County and Michael Baker Engineering, Inc. and Authorize Chairman to Sign (K)

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Inquiry (L)

REGULAR AGENDA ITEMS OF BUSINESS

- 6:05 p.m.** Public Comments (limited to three (3) minutes per speaker)
- 6:15 p.m.** Scotty Summerlin, Economic Development Director
Conduct a Public Hearing to Name a Lane (M)
- 6:30 p.m.** Victoria Jackson, Regional VP of Trillium Health Resources
Present Trillium Health Resources Annual Report for Duplin County (N)
- 6:45 p.m.** Bryan Miller, County Manager
General Comments/Announcements

CLOSED SESSION

Legal Matters NCGS § 143-318.11 (a) (3)

FYI (O)

Town of Wallace Tax Releases

REPORTS (P)

Airport – April 2024
Animal Services – April 2024
Building Inspections – April 2024
Cooperative Extension – April 2024
Finance – May 2024 Tax Report
Planning – Annual Report
Senior Services – April 2024
Soil & Water – April 2024
Solid Waste – March 2024

ADJOURN

Motion to adjourn until Monday, June 3rd, 2024 at 6:00 p.m. for a Commissioners Meeting in the Ed Emory Auditorium located in the Lois Britt Agricultural Office Building at 165 Agriculture Drive; Kenansville, N.C.



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, May 20th, 2024

224 Seminary Street

Kenansville, N.C. 28349

COMMISSIONER'S INFORMATION BULLETIN

TO: Commissioner Branch
Commissioner Dowe
Commissioner D. Edwards
Commissioner Garner
Commissioner J. Edwards

FROM: Jaime W. Carr/Clerk to the Board

DATE: Monday, May 20th, 2024

SUBJECT: Commissioner's Meeting

1. Meeting Called to Order by Chairman Edwards
2. Invocation given by _____
3. Pledge of Allegiance to the Flag of the United States of America.
4. Approval of agenda for tonight's meeting. Members of the Board and/or the County Manager/Assistant County Manager and/or the Clerk to the Board may request to make any changes or additions to the proposed agenda.

RECOMMENDED MOTION: Motion to approve the meeting agenda.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

5. Approval of Minutes – Regular Meeting held on May 6th, 2024. (A)

RECOMMENDED MOTION: Motion to approve the minutes of the May 6th, 2024 Board of Commissioners meeting as presented.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

- 6. Approval of Minutes – Joint Meeting held with Duplin County Board of Education on May 14th, 2024. **(B)**

RECOMMENDED MOTION: Motion to approve the minutes of the May 14th, 2024 Board of Commissioners Joint Meeting with the Duplin County Board of Education as presented.

Motion _____ 2nd _____ For _____ Against _____ Carried _____

REGULAR MEETING AGENDA

CONSENT AGENDA

- 1. Budget Amendments Journal Entry Proof **(C)**
- 2. Tax and Solid Waste Releases - #21891 - #21902 **(D)**
- 3. Approve the Master Services Agreement Between Duplin County, NC and Tetra Tech, Inc. for Debris Monitoring and Recovery Services Amendment No. 2 Extending the Contract Term for One (1) Year from August 1st, 2024 through July 31st, 2025 and Authorize Emergency Management Director/Fire Marshall to Sign **(E)**
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- 5. Accept and Adopt Duplin County Public Transportations’ Updated Title VI Policy and Authorize Chairman to Sign **(G)**
- 6. Renew the Maintenance and Repairs Contract for the Limestone and Muddy Creek Watershed with D&D Construction, LLC for the period July 1st, 2024 through September 30th, 2024 in an Amount not to Exceed \$108,700 and Authorize Chairman to Sign. **(H)**
- 7. Renew the Mowing Maintenance Contract for the Limestone and Muddy Creek Watershed with Hank Bond d/b/a Han-Dy-Land Farms for the period December 1st, 2024 through February 28, 2029 in an Amount not to Exceed \$53,800 and Authorize Chairman to Sign **(I)**
- 8. Adopt a Resolution Proclaiming Emergency Medical Services Week in Duplin County May 19-25, 2024 and Authorize Chairman to Sign **(J)**
- 9. Approve a Client Services Agreement Between Duplin County and Michael Baker Engineering, Inc. and Authorize Chairman to Sign **(K)**

RECOMMENDED MOTION: Motion to approve the consent agenda.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

ITEMS TO BE MADE PART OF MINUTES

- Administrative Budget Amendment Journal Inquiry (L)

AGENDA

1. Public Comments (limited to three (3) minutes per speaker)
2. Scotty Summerlin, Economic Development Director, will appear before the Board to Conduct a Public Hearing to discuss a proposed Economic Development Performance and Incentive Agreement for Project Pear. The company, a long-time and large agricultural business in Duplin County, is a pioneer in their field and a large employer. The company proposes to take on a facility expansion and improvements estimated in excess of \$30,000,000. Additionally, the company will hire no less than five (5) new employees, as specified in the Agreement. To incentivize the company to take on the improvements, the Duplin County Economic Development Commission (Board) strongly recommends the County Commissioners approve the Performance and Incentive Agreement. If approved, the County would reimburse only property taxes paid on the new improvements for a period of ten (10) years. The first five (5) years (Years 1 through 5) would provide reimbursements of 80% of taxes paid on the specified improvements. The second five (5) years (Years 6 through 10) would provide reimbursements of 50% of taxes paid on the specified improvements. Performance claw backs would apply upon thresholds of local investment and jobs creation not being met. (M)

Chairman Edwards will open the public hearing

Receive Public Comments

Chairman Edwards will close the public hearing

RECOMMENDED MOTION: Motion to approve the Performance and Incentive Agreement for Project PEAR and authorize the Chairman to sign.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

3. Victoria Jackson, Regional VP of Trillium Health Resources will appear before the Board to present Trillium Health Resources Annual Report for Duplin County. (N)

4. Bryan Miller, County Manager, will appear before the Board to make announcements/comments.

CLOSED SESSION

Legal Matters NCGS § 143-318.11 (a) (3)

Motion to go out of regular session and into closed session for legal matters pursuant NCGS § 143-318.11 (a) (3).

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

Motion to go out of closed session and back into open session.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____

FYI (O)

Town of Wallace Tax Releases

REPORTS (P)

- Airport – April 2024
- Animal Services – April 2024
- Building Inspections – April 2024
- Cooperative Extension – April 2024
- Finance – May 2024 Tax Report
- Planning – Annual Report
- Senior Services – April 2024
- Soil & Water – April 2024
- Solid Waste – March 2024

ADJOURN

Motion to adjourn until Monday, June 3rd, 2024 at 6:00 p.m. for a Commissioners Meeting in the Ed Emory Auditorium located in the Lois Britt Agricultural Office Building at 165 Agriculture Drive; Kenansville, N.C.

Motion _____ **2nd** _____ **For** _____ **Against** _____ **Carried** _____



BOARD OF COUNTY COMMISSIONER'S MEETING

Monday, May 6th, 2024

224 Seminary Street

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 6:00 p.m. on Monday, May 6th, 2024 in the Commissioners Room located at 224 Seminary Street, Kenansville, N.C.

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

Also Present: Bryan Miller, County Manager; Carrie Shields, Assistant County Manager; Tim Wilson, County Attorney; Jaime W. Carr, Clerk to the Board and Jasmine Savage, Administrative Liaison.

Call to Order

The meeting was called to order by Chairman D. Edwards.

Invocation and Pledge of Allegiance

Invocation was given by Reverend A.J Connors, Mayor for the Town of Warsaw. Mayor Connors then led those in attendance in the pledge of allegiance to the flag of the United States of America.

Approval of the Meeting Agenda

Chairman Edwards asked if the members of the Board approved the proposed meeting agenda, and if any Board Member, County Manager, Assistant County Manager, or Clerk to the Board wished to make any changes or additions to the agenda. Chairman Edwards added a closed session for Legal Matters pursuant to NCGS § 143-318.11(a)(3) and Personnel Matters pursuant to NCGS § 143-318.11(a)(6). Bryan Miller, County Manager, requested to remove the item that awards the bid for Duplin County Drinking Water Systems Asset Inventory and Assessment Project.

Motion was made by Commissioner Branch, seconded by Commissioner Garner, carried unanimously, to approve the meeting agenda with the addition made by the Chairman and the removal of an item by the County Manager.

Approval of the Minutes – Governing Body

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to approve the minutes of the April 15th, 2024 Board of Commissioners meeting as presented.

Motion was made by Commissioner Branch, seconded by Commissioner J. Edwards, carried unanimously to approve the minutes of the April 16th, 2024 Board of Commissioners joint meeting with James Sprunt Community College Board of Trustees as presented.

REGULAR MEETING AGENDA

CONSENT AGENDA

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously to approve the consent agenda which consists of Budget Amendments Journal Entry Proof; Tax and Solid Waste Releases - #21856 - #21890; Corrected Tax and Solid Waste Release # 21829; Reappoint Brenda Upchurch to the Eastern Carolina Workforce Development Board for a Two-Year Term – Beginning July 1st, 2024 and Ending June 30th, 2026; Adopt a Resolution in Support of the Realignment of the Intersection of SR 1340 (Blackmore Road) and SR 1341 (Penny Branch Road) in Duplin County and Authorize Chairman to Sign; Schedule a Public Hearing for Monday, May 20th, 2024 at 6:00pm to Discuss a Proposed Economic Development Performance and Incentive Agreement for Project Pear; Reappoint Kenneth Smith, Dean Lee, and Glenn Cavanaugh to the Duplin County Economic Development Commission for a Three (3) Year Term Beginning July 1st, 2024 and ending June 30th, 2027; Four County REDLG Detention Center Loan Process Approval and Authorize County Manager to Sign any Associated Documents; Adopt a Resolution of Support for the Atlantic Telephone Membership Cooperative Efforts to Increase Availability of High-Speed Internet in Underserved Portions of Duplin County and Authorize the Chairman to Sign; Approve Tek84 as a Sole Source for an Exception to the Formal Bidding Requirements; Accept the Following American Rescue Plan Act (ARPA) Funding for Water Department and Authorize Chairman to Sign the Associated Documents for the following Water Districts: Albertson Water & Sewer District - \$339,088; Duplin County - \$249,000; Duplin County Water District B - \$386,544; Duplin County Water District D - \$400,000; Duplin County Water District E - \$398,504; Duplin County Water District F - \$396,856; Duplin County Water District G - \$351,976.

ITEMS TO BE MADE PART OF MINUTES

Administrative Budget Amendment Journal Entry Report

AGENDA

Public Comments

No public comments.

End Public Comments

Chairman Edwards received road concerns from members of the Board and the public on behalf of the North Carolina Department of Transportation. Commissioner Dowe stated that the driveways at 1111 S NC 50 Hwy and 1119 S NC 50 Hwy, Magnolia, NC, have a negative bank curve.

Melissa Kennedy, E911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing regarding a request from Richard Padrick to name a lane in the 700 block of N NC 111, Pink Hill, NC, Smith Township; South Gum Lane in accordance with the Duplin County Addressing & Road Naming Ordinance.

Chairman Edwards opened the public hearing.

No public comments.

Chairman Edwards closed the public hearing.

Motion was made by Commissioner Garner, seconded by Commissioner Dowe, carried unanimously to approve the request from Richard Padrick to name a lane in the 700 block of N NC 111, Pink Hill, NC, Smith Township; South Gum Lane in accordance with the Duplin County Addressing & Road Naming Ordinance.

Melissa Kennedy, E911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing regarding a request from Abigail Borja Santibanez to name a lane in the 3100 Block of S NC 903 Hwy, Magnolia, NC, Magnolia Township; Ava Rose Lane in accordance with the Duplin County Addressing & Road Naming Ordinance.

Chairman Edwards opened the public hearing.

No public comments.

Chairman Edwards closed the public hearing.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the request from Abigail Borja Santibanez to name a lane in the 3100 Block of S NC 903 Hwy, Magnolia, NC, Magnolia Township; Ava Rose Lane in accordance with the Duplin County Addressing & Road Naming Ordinance.

Melissa Kennedy, E911 Addressing Project Coordinator, appeared before the Board to conduct a public hearing regarding a request from Santos Garcia Castro to name a lane at 220

Hamilton Road, Magnolia, NC, Magnolia Township; Familia Garcia Lane in accordance with the Duplin County Addressing & Road Naming Ordinance.

Chairman Edwards opened the public hearing.

No public comments.

Chairman Edwards closed the public hearing.

Motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to approve the request from Santos Garcia Castro to name a lane at 220 Hamilton Road, Magnolia, NC, Magnolia Township; Familia Garcia Lane in accordance with the Duplin County Addressing & Road Naming Ordinance

Melisa Brown, Senior Services Director, appeared before the Board to present the 2024 Duplin Governor Volunteer Service Awards to the following people: Mr. James Preston Brown, Jr.; Mr. Issac Leroy Dewitt; Mrs. Donna Sessoms Grubbs; and Faison Sea Scout Ship 55. The Governor's Volunteer Service award honors people who have shown concern and compassion for their neighbors by making a significant contribution in their community through volunteer service. The awards program, created by the Office of the Governor in 1979, recognizes North Carolina's most dedicated volunteers. Melisa S. Brown, Duplin Award Coordinator, read a short narrative for each recipient.

Bryan Miller, County Manager, appeared before the Board to request to award the bid to NV5 for the Commissioning of Building Mechanical, Electrical, and Plumbing (MEP) Systems for the new Duplin County Detention Center Facility in the amount of \$54,000 with an additional \$2,400 per additional visit. NV5 will perform commissioning of all building HVAC, domestic hot water, and lighting controls included in the proposed project. The Commissioning scope shall include all activities described in Section C408 of the 2018 North Carolina Energy Conservation Code (2018 NCECC).

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to award the bid to NV5 for the commissioning of building MEP Systems for the new Duplin County Detention Center.

Bryan Miller, County Manager appeared before the Board to make announcements/comments.

Jasmine Savage, Administrative Liaison, appeared before the Board to present the results from a survey that was sent out to current Duplin County employees to rank the recruitment and retention incentives they found most important as a county employee.

Motion was made by Commissioner Garner, seconded by Commissioner Branch, carried unanimously to go out of regular session and into closed session for Legal Matters pursuant to NCGS § 143-318.11 (a) (3) and Personnel Matters pursuant to NCGS 143-318.11 (a) (6).

Motion was made by Commissioner Dowe, seconded by Commissioner Garner, carried unanimously to go out of closed session and back into open session.

Motion was made by Commissioner Garner, seconded by Commissioner J. Edwards, carried unanimously to recess until Tuesday, May 14, 2024 at 7:30 a.m. for a joint meeting between the Duplin County Board of Commissioners and the Duplin County Board of Education to be held at the Duplin County Board of Education located at 315 North Main Street, Kenansville, NC.

Jaime W. Carr
Clerk to the Board

DRAFT



**DUPLIN COUNTY BOARD OF EDUCATION
& BOARD OF COUNTY COMMISSIONER'S JOINT MEETING**

Tuesday, May 14th, 2024

315 North Main Street

O.P. Johnson Education Building

Kenansville, N.C. 28349

The Duplin County Board of Commissioners met at 7:30 a.m. on Tuesday, May 14th, 2024 at the O.P. Johnson Education Building in Kenansville, NC.

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

Absent: Commissioner Elwood G. Garner

Also Present: Mr. Bryan S. Miller, County Manager; Carrie Shields, Assistant County Manager; Trisha-Ann Hoskins, Executive Assistant/ Deputy Clerk to the Board; Chelsey Lanier, Finance Officer; Dr. Austin Obasohan; Dawn George; Carol Wimmer; Jason Ginn; Kristen Hall; Roger Jones; Ronald Moore; Nicole Murray; Kevin Smith; Susan Smith; Bobby Mobley; Kim Harvell; Lindsay Ginn; Erica Jones; Janice Goldsly; Lindsay Skidmore; and the Duplin County Board of Education.

Call to Order

The meeting was called to order by Chairman D. Edwards and Chairman Davis of the BOE.

Invocation

The invocation was given by Board of Education Vice-Chairman Reginald Kenan.

A motion was made by Commissioner Branch, seconded by Commissioner Dowe, carried unanimously to go out of recess and into open session.

Breakfast

Motion was made by Commissioner Branch, seconded by Commissioner J. Edwards, carried unanimously to approve the meeting agenda.

AGENDA

Duplin County Board of Education Update

Mrs. Dawn George appeared before the Boards to deliver the Duplin County Board of Education Funding Updates as it pertains to the current expense and annual operating budget, & Capital outlay funding.

Ms. Pam Edwards appeared before the Board to deliver updates on the Duplin County Board of Education Athletic, Lottery, Security Funding Outlay and parking issues.

Mr. Roger Jones appeared before the Boards to deliver the Duplin County Schools Facility update regarding the ongoing replacement projects in the schools as well as upcoming projects to include funding outlay for replacements.

Board of Education Chairman Brent Davis reported on possible funding opportunities.

Duplin County Commissioners Update

Bryan Miller, County Manager, appeared to give updates on new county facilities and upcoming events, providing a general budget overview.

Scheduling of Bi-Annual Joint Meeting

It was agreed that the Committee will meet within six months and the time frame will be decided closer to November.

ADJOURN

Motion was made by Commissioner Branch, seconded by Commissioner J. Edwards, carried unanimously to adjourn until Monday, May 20th, 2024 at 6:00 p.m. for a Commissioners Meeting in the Commissioners Room at 224 Seminary Street, Kenansville, NC.

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED		
ACCOUNT					LINE DESCRIPTION	EFF DATE	BUDGET	CHANGE	BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024	11	198	05/21/2024		BUA 052024C	1 1				
1	4111	44500		NON-DEPARTMENTAL	INSURANCE AND BONDS		85,607.49	-35,270.46	50,337.03	
	10-41-4100-4111-000-44500						05/21/2024			
2	4160	43510		COURT FACILITY	REPAIRS BUILDING AND GROUNDS		80,250.00	35,000.00	115,250.00	
	10-41-4100-4160-000-43510						05/21/2024			
3	4111	41080		NON-DEPARTMENTAL	MISCELLANEOUS EXPENSE		.00	270.46	270.46	
	10-41-4100-4111-000-41080						05/21/2024			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024	11	234	05/21/2024		BUA 052024C	1 1				
1	7132	43510		DISTRICT B	REPAIRS BUILDING AND GROUNDS		49,625.69	-3,600.00	46,025.69	
	61-70-7100-7132-000-43510						05/21/2024			
2	7135	43510		DISTRICT F	REPAIRS BUILDING AND GROUNDS		55,226.97	-9,000.00	46,226.97	
	61-70-7100-7135-000-43510						05/21/2024			
3	7100	43510		Water	REPAIRS BUILDING AND GROUNDS		4,114.29	100.00	4,214.29	
	61-70-7100-0000-000-43510						05/21/2024			
4	7100	47106		Water	2022 BOND REFUNDING CLOSING FE		.00	2,500.00	2,500.00	
	61-70-7100-0000-000-47106						05/21/2024			
5	7131	43300		ALBERTSON	UTILITIES		19,000.00	1,000.00	20,000.00	
	61-70-7100-7131-000-43300						05/21/2024			
6	7100	41990		Water	PROFESSIONAL SERVICES		66,000.00	9,000.00	75,000.00	
	61-70-7100-0000-000-41990						05/21/2024			
** JOURNAL TOTAL								0.00		
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND				
2024	11	270	05/21/2024		BUA 052024C	1 1				
1	6130	36133		PARKS AND RECREATION	DONATIONS CABIN LAKE		.00	-4,800.00	-4,800.00	
	10-60-6130-0000-000-36133						05/21/2024			
2	6130	43910		PARKS AND RECREATION	ADVERTISING		10,000.00	4,800.00	14,800.00	
	10-60-6130-0000-000-43910						05/21/2024			
** JOURNAL TOTAL								0.00		

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV	BUDGET	AMENDED	
	ACCOUNT				LINE DESCRIPTION	EFF DATE	BUDGET	BUDGET ERR	
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY AMEND			
2024	11	274 05/21/2024			BUA 052024C	1 1			
1	4260	40183		PUBLIC BUILDINGS	HOSPITAL INSURANCE		74,280.00	72,280.00	
	10-41-4100-4260-000-40183						05/21/2024	-2,000.00	
2	4260	40181		PUBLIC BUILDINGS	SOCIAL SECURITY		23,062.00	22,262.00	
	10-41-4100-4260-000-40181						05/21/2024	-800.00	
3	4260	40121		PUBLIC BUILDINGS	SALARIES		301,453.00	296,453.00	
	10-41-4100-4260-000-40121						05/21/2024	-5,000.00	
4	4260	44500		PUBLIC BUILDINGS	INSURANCE AND BONDS		18,000.00	9,813.29	
	10-41-4100-4260-000-44500						05/21/2024	-8,186.71	
5	4260	43510		PUBLIC BUILDINGS	REPAIRS BUILDING AND GROUNDS		109,000.00	124,986.71	
	10-41-4100-4260-000-43510						05/21/2024	15,986.71	
** JOURNAL TOTAL								0.00	

BUDGET AMENDMENT JOURNAL ENTRY PROOF

CLERK: blanca.pineda

YEAR PER	JNL	SRC ACCOUNT	EFF DATE	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC LINE DESC	T OR	DEBIT	CREDIT
2024 11	198	BUA 4111-44500	05/21/2024	052024C				INSURANCE AND BONDS	5		35,270.46
		BUA 4160-43510	05/21/2024	052024C				REPAIRS BUILDING AND GROUNDS	5	35,000.00	
		BUA 4111-41080	05/21/2024	052024C				MISCELLANEOUS EXPENSE	5	270.46	
								JOURNAL 2024/11/198 TOTAL		.00	.00
2024 11	234	BUA 7132-43510	05/21/2024	052024C				REPAIRS BUILDING AND GROUNDS	5		3,600.00
		BUA 7135-43510	05/21/2024	052024C				REPAIRS BUILDING AND GROUNDS	5		9,000.00
		BUA 7100-43510	05/21/2024	052024C				REPAIRS BUILDING AND GROUNDS	5	100.00	
		BUA 7100-47106	05/21/2024	052024C				2022 BOND REFUNDING CLOSING FE	5	2,500.00	
		BUA 7131-43300	05/21/2024	052024C				UTILITIES	5	1,000.00	
		BUA 7100-41990	05/21/2024	052024C				PROFESSIONAL SERVICES	5	9,000.00	
								JOURNAL 2024/11/234 TOTAL		.00	.00
2024 11	270	BUA 6130-36133	05/21/2024	052024C				DONATIONS CABIN LAKE	5		4,800.00
		BUA 6130-43910	05/21/2024	052024C				ADVERTISING	5	4,800.00	
								JOURNAL 2024/11/270 TOTAL		.00	.00
2024 11	274	BUA 4260-40183	05/21/2024	052024C				HOSPITAL INSURANCE	5		2,000.00
		BUA 4260-40181	05/21/2024	052024C				SOCIAL SECURITY	5		800.00
		BUA 4260-40121	05/21/2024	052024C				SALARIES	5		5,000.00
		BUA 4260-44500	05/21/2024	052024C				INSURANCE AND BONDS	5		8,186.71
		BUA 4260-43510	05/21/2024	052024C				REPAIRS BUILDING AND GROUNDS	5	15,986.71	



BUDGET AMENDMENT JOURNAL ENTRY PROOF

YEAR PER	JNL	ACCOUNT	JNL DESC	REF 1	REF 2	REF 3	ACCOUNT DESC	T OB	DEBIT	CREDIT
SRC							LINE DESC			
EFF DATE										
							JOURNAL 2024/11/274	TOTAL	.00	.00

BUDGET AMENDMENT JOURNAL ENTRY PROOF

FUND	YEAR PER	JNL	EFF DATE	ACCOUNT DESCRIPTION	DEBIT	CREDIT
ACCOUNT						
				FUND TOTAL	.00	.00

** END OF REPORT - Generated by Blanca Pineda **

BA # _____

Duplin County
Budget Amendment

Department Title

Utility Director

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

Jeffery Williams

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Move money to cover over drawn accounts

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
7132-43510	Repairs Buildings and Grounds	3,600.00	7100-43510	Repairs Buildings and Grounds	100.00
			7100-47106	Bond Refunding	2,500.00
			7131-43300	Utilities	1,000.00
7135-43510	Repairs Buildings and Grounds	9,000.00	7100-41990	Professional Services	9,000.00
Total		12,600.00	Total		12,600.00

Chelsey Ranier

Finance Signature

Date Approved:

5/14/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Cabin Lake County Park

Department Head's Signature

Jordan L Whaley

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

MOVING GRANT FUNDS INTO APPROPRIATE BUDGET LINE ITEM TO COVER BILLBOARD ON I-40

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
6130-36133	DONATIONS	4,800.00	6130-43910	ADVERTISING	4,800.00
Total		4,800.00	Total		4,800.00

Finance Signature

Chelsey Ranier

Date Approved:

5/15/24

Manager Signature

Date Approved:

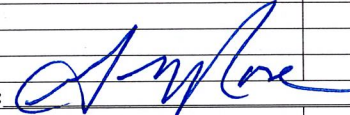
Commissioner Approval

Date Approved:

LL 5-20-24
 CW 5-20-24

Agenda

**DUPLIN COUNTY
 TAX AND SOLID WASTE REQUEST
 RELEASE DATE MAY 20, 2024**

RELEASE NUMBER	NAME	TOWNSHIP	FIRE DISTRICT 1	FIRE DISTRICT 2	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	FIRE TAX 1	FIRE TAX 2	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE
21891	CARTER, MATTHEW DEAN	13			2023	1681463	\$ 7.37	\$ 0.21			\$ 0.76		\$ 8.34	MYT TRAILER REGISTERED IN LENOIR CO.
21892	CARTER, MATTHEW DEAN	13			2022	1681463	\$ 7.37	\$ 0.21			\$ 0.76		\$ 8.34	MYT TRAILER REGISTERED IN LENOIR CO.
21893	CARTER, MATTHEW DEAN	13			2021	1681463	\$ 7.37	\$ 0.21			\$ 0.76		\$ 8.34	MYT TRAILER REGISTERED IN LENOIR CO.
21894	FAIRCLOTH, BILLY RAY	11	F-22		2023	2646435	\$ 11.08	\$ 0.31			\$ 1.14		\$ 12.53	BOAT VALUE ADJUSTED PER PICTURES
21895	PARKER, GARY LEE	09			2023	6607901	\$ 19.48	\$ 0.54			\$ 2.00		\$ 22.02	SOLD MYT TRAILER PER DMV
21896	SARECTA ROAD PROPERTIES, LLC	06	F-04		2023	7638255	\$ 34.32	\$ 0.96	\$ 2.20				\$ 37.48	PARCEL WAS DOUBLE BILLED IN ERROR
21897	SARECTA ROAD PROPERTIES, LLC	06	F-04		2022	7638255	\$ 34.32	\$ 0.96	\$ 2.20				\$ 37.48	PARCEL WAS DOUBLE BILLED IN ERROR
21898	SARECTA ROAD PROPERTIES, LLC	06	F-04		2021	7638255	\$ 34.32	\$ 0.96	\$ 2.20				\$ 37.48	PARCEL WAS DOUBLE BILLED IN ERROR
21899	SARECTA ROAD PROPERTIES, LLC	06	F-04		2020	7638255	\$ 34.32	\$ 0.96	\$ 2.20				\$ 37.48	PARCEL WAS DOUBLE BILLED IN ERROR
21900	SARECTA ROAD PROPERTIES, LLC	06	F-04		2019	7638255	\$ 34.32	\$ 0.96	\$ 2.20				\$ 37.48	PARCEL WAS DOUBLE BILLED IN ERROR
21901	WELBORN, DAVID ELLIS	07	F-04		2023	9168094	\$ 3.58	\$ 0.10	\$ 0.23		\$ 0.39		\$ 4.30	DOES NOT OWN BOAT
21902	WELBORN, DAVID ELLIS	07	F-04		2022	9168094	\$ 3.58	\$ 0.10	\$ 0.23		\$ 0.39		\$ 4.30	DOES NOT OWN BOAT
GRAND TOTAL							\$ 231.43	\$ 6.48	\$ 11.46	\$ -	\$ 6.20	\$ -	\$ 255.57	
SUBMITTED BY:			FINAL APPROVAL BY:						DATE APPROVED:					
														

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner’s agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Brian Matthis, Duplin County Emergency Management	Meeting Date: May 20, 2024
Subject: Disaster Debris Monitoring Contract Extension	
Summary, explanation and background: In order to qualify for federal disaster reimbursement, Duplin County must have pre-storm contracts for disaster debris monitoring and recovery in place. RFP was advertised and awarded in 2020 to Tetra Tech, Inc.. This contract is valid for 3 years, ending July 31, 2023, with two (1) year extension options available. The first 1-year extension was renewed for August 1, 2023 to July 31, 2024. I am requesting that the second 1-year extension be granted, to continue contract services August 1, 2024 to July 31, 2025.	
Requested Action: Approve contract as written and approved to be extended for one year and for Emergency Management to sign.	
Budget impact for this fiscal year: \$0	
Budget impact for subsequent years: \$0	
Time needed to explain to Commissioners: 5 minutes	
Attachments: One-year contract extension request and amendment; existing contract extension; original contract with Tetra Tech, Inc.	
Instructions for what to do with attachments once approved: Discard	

**MASTER SERVICES AGREEMENT
BETWEEN DUPLIN COUNTY, NORTH CAROLINA AND TETRA TECH, INC.
FOR DEBRIS MONITORING AND RECOVERY SERVICES**

AMENDMENT NO. 2

THIS **CONTRACT AMENDMENT NO. 2** is by and between the **DUPLIN COUNTY, NORTH CAROLINA** (hereinafter referred to as "COUNTY"), and **TETRA TECH, INC.**, a (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY has entered into a Contract for Debris Monitoring and Recovery Services with CONTRACTOR for a period beginning on July 31, 2020 through July 31, 2023 with the option to renew the contract term for up to two (2) additional one (1) year periods;

WHEREAS, the COUNTY and CONTRACTOR have previously exercised the first renewal option;

WHEREAS, the COUNTY and CONTRACTOR now desire to exercise the second renewal option for one (1) additional year;

NOW, THEREFORE, the parties hereby agree as follows:

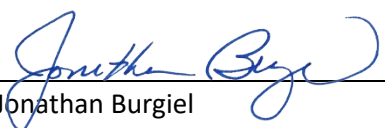
1. **CONTRACT TERM.** The Contract is renewed from August 1, 2024 through July 31, 2025.
2. **MODIFICATIONS.** This Contract Amendment and the Contract, taken together, constitute the final agreement between the COUNTY and CONTRACTOR. Any modification of or additions to the terms of this Contract Amendment or Contract must be in writing and executed by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Contract Amendment on the dates written below.

DUPLIN COUNTY, NORTH CAROLINA

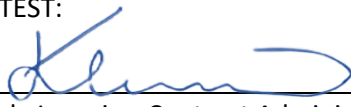
TETRA TECH, INC.

By:
Title:



By: Jonathan Burgiel
Title: Business Unit President

ATTEST:

ATTEST:


Kayla Lemaire, Contract Administrator I



May 8, 2023

Sent via email to MATTHEW.BARWICK@duplincountync.com

Matthew Barwick
Director/Fire Marshall
Duplin County
209 Seminary St.
Kenansville, NC 28349

RE: RFP No. DMS2020-01
Debris Monitoring and Recovery Services
Request for Contract Renewal and Rate Change

Dear Mr. Barwick,

Duplin County, North Carolina entered into a contract for Debris Monitoring and Recovery Services with Tetra Tech, Inc. (Tetra Tech) for a period beginning on July 31, 2020 through July 31, 2023 with the option to renew the contract term for up to two (2) additional one (1) year periods. Tetra Tech is requesting Duplin County to exercise the first renewal option from August 1, 2023 through July 31, 2024 with an adjustment to the hourly rates based on the CPI-U Base Price Adjustment Calculation below:

<u>CPI for March 2022:</u>	278.598
<u>CPI for March 2023:</u>	293.358
<u>Increase Calculation:</u>	293.358 (March 2023) - 278.598 (March 2022) = 14.76
	14.76 / 278.598 (March 2022) = <u>5.3% increase</u>

As such, Tetra Tech requests Duplin County to consider increasing Tetra Tech's hourly rates by 5.3%. Please find enclosed the updated hourly rates for review and approval which includes the 5.3% increase (Attachment A) and a detailed calculation breakdown as well as the CPI-U Original Data Value for March 2022 to March 2023 (Attachment B).

Please contact me directly at TDR.Contracts@tetrattech.com should you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kayla Lemaire'.

Kayla Lemaire
Contracts Administrator

Tetra Tech, Inc.
2301 Lucien Way, Suite 120, Maitland, FL 32751
Tel (407) 735-6580 Fax (321) 441-8501 | tetrattech.com

TETRA TECH, INC.
UPDATED RATE SCHEDULE
 Duplin County, North Carolina
Debris Monitoring and Recovery Services
RFP No. DMS2020-01

Positions	Current Hourly Rate	CPI 5.3% Increase	CPI \$ Increase	Hourly Rate w/ Updated Hourly Rates	Hourly Rate w/ 5.3% CPI
Project Manager	\$ 70.00	5.3%	\$ 3.71	\$ 73.71	73.71
Operations Managers	\$ 60.00	5.3%	\$ 3.18	\$ 63.18	63.18
Field Supervisors	\$ 42.00	5.3%	\$ 2.23	\$ 44.23	44.23
Debris Site / Tower Monitors	\$ 33.00	5.3%	\$ 1.75	\$ 34.75	34.75
Environmental Specialist	\$ 50.00	5.3%	\$ 2.65	\$ 52.65	52.65
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ 30.00	5.3%	\$ 1.59	\$ 31.59	31.59
Field Coordinators (Crew Monitors)	\$ 33.00	5.3%	\$ 1.75	\$ 34.75	34.75
Load Ticket Data Entry Clerks (QA/QC)	\$ -	5.3%	\$ -	\$ -	-
Billing / Invoice Analysts	\$ 45.00	5.3%	\$ 2.39	\$ 47.39	47.39
Additional Positions					
Data Manager	\$ 55.00	5.3%	\$ 2.92	\$ 57.92	57.92
FEMA Reimbursement Specialist	\$ 95.00	5.3%	\$ 5.04	\$ 100.04	100.04

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUUR0300SA0

Not Seasonally Adjusted

Series Title: All items in South urban, all urban consumers, not

Area: South

Item: All items

Base Period: 1982-84=100

Years: 2012 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422
2016	229.469	229.646	230.977	231.975	232.906	233.838	233.292	233.561	234.069	234.337	234.029
2017	235.492	236.052	236.154	236.728	236.774	237.346	236.942	237.892	239.649	239.067	238.861
2018	239.772	241.123	241.595	242.486	243.279	243.770	243.776	243.605	243.640	244.163	243.484
2019	242.547	243.856	245.554	246.847	246.667	246.515	247.250	246.953	246.891	247.423	247.385
2020	248.005	248.412	248.136	246.254	245.696	247.223	248.619	249.639	250.193	250.542	250.255
2021	252.067	253.386	255.319	257.207	259.343	261.668	263.013	263.728	264.593	267.160	268.360
2022	271.634	274.688	278.598	279.879	283.307	287.427	287.608	287.168	287.656	288.836	288.991
2023	290.438	292.285	293.358								

March 2022: 278.598

March 2023: 293.358

Increase Calculation: 293.358 (March 2023) - 278.598 (March 2022) = 14.76

14.76 / 278.598 (March 2022) = **5.3% increase**

<u>Dec</u>	<u>Annual</u>	<u>HALF1</u>	<u>HALF2</u>
223.109	223.242	222.708	223.776
227.082	226.721	226.012	227.429
228.451	230.552	230.302	230.802
229.581	230.147	229.501	230.793
234.204	232.692	231.469	233.915
238.512	237.456	236.424	238.487
242.150	242.737	242.004	243.470
247.289	246.265	245.331	247.199
250.693	248.639	247.288	249.990
269.263	261.259	256.498	266.020
288.205	283.666	279.256	288.077

**MASTER SERVICES AGREEMENT
BETWEEN DUPLIN COUNTY, NORTH CAROLINA
AND TETRA TECH, INC.**

THIS MASTER SERVICES AGREEMENT is made by and between DUPLIN COUNTY, NORTH CAROLINA located at 209 Seminary Street, Kenansville, NC 28349, hereinafter referred to as ("Client") and TETRA TECH, INC., hereinafter referred to as ("Contractor"), located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

WHEREAS, the County has issued a Request for Proposal No. DMS2020-01 for Debris Monitoring and Recovery Services; and

WHEREAS, Tetra Tech, Inc. was selected to provide these services following the Request for Proposal No. DMS2020-01 for Debris Monitoring and Recovery Services issued by County through a competitive bidding process; and

NOW THEREFORE, the parties hereby agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform services associated with debris monitoring and management services as described in the Request for Proposal and Tetra Tech's Technical Approach which are attached here as Exhibits A and B. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.
2. **Federal Provisions:** Contractor must comply with all applicable federal contracting requirements as specified in Exhibit D, which is attached hereto and incorporated herein.
3. **Term:** The term of this Agreement shall begin on July 31, 2020 and shall continue in full force for three (3) years, unless sooner terminated as provided herein. This Agreement may be renewed for two (2) additional one-year periods upon written mutual agreement by both parties, subject to any negotiated changes to the terms and specifications contained in this Agreement.
4. **Activation of Contract.** Should activation of a contract become necessary, a Purchase Order number will be assigned to encumber the funds associated with this Agreement and must appear on all invoices and correspondence.
5. **Time for Completion.** Time is of the essence and the Contractor shall begin work immediately following issuance of a written Task Order. All services shall be completed in accordance with the project schedule associated with each Task Order.
6. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.

Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of Contractor's activities in accordance with this Agreement. For purposes of this Agreement taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

7. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional Contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

8. **Changes/Amendments:** This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be amended, modified or changed except by written amendment executed by both Parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Contractor understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Contractor shall promptly notify Client if changes to the Scope of Services affect the schedule, level of effort or payment to Contractor and the schedule and payment shall be equitably adjusted.
9. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

10. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates plus all non-labor expenses as set forth in **Exhibit C**.
11. **Compensation:** Contractor shall bear the costs of performing all services under this Agreement, as directed by the Client, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and perform all services under this Agreement.

Contractor shall submit monthly invoice for services rendered.

Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve such discrepancies within ten (10) days after notification. Should a dispute result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

All invoices shall be delivered to:

Matthew Barwick, Director
Duplin County Emergency Management
209 Seminary Street
Kenansville, NC 28349
910-296-2160 ext. 232
matthew.barwick@duplincountync.com

Payment shall be made to the following address:

Tetra Tech, Inc., P.O. Box 911642, Denver, CO 80291-1642

The Client may retain five percent (5%) of the value of each Task Order until such time as the project deliverables, as defined in the Task Order, are completed to reasonable professional standards and all sub-Contractors and material suppliers verify receipt of all payment for which they are entitled under the terms of the Contractor's contract with the sub-Contractor.

In order for both parties herein to close their books and records, the Contractor will clearly state "Final Invoice" on the Contractor's final/last billing to the Client. Such statement shall serve as certification that all services have been properly performed and all charges and costs have been invoiced to the Client. Upon submission of the Final Invoice, Client's account with Contractor will be closed and any and other further charges if not properly included on the Final Invoice shall be considered waived by the Contractor.

12. **Indemnity and Insurance:** To the fullest extent permitted by laws and regulations, the Contractor shall indemnify and hold harmless the Client and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Agreement or the actions of the Contractor or its officials, employees, or Contractors under this Agreement or under the contracts entered into by the Contractor in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act.

The Contractor shall secure and maintain during the duration of the activated contract, at its sole expense, the following types and limits of insurance described below:

- a) **Workers' Compensation** - The Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County and its agents, employees and officials.
- b) **Commercial General Liability** - The Contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
- c) **Business Automobile Liability** - The Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence,

Combined Single Limits (CSL) or its equivalent.

- d) Professional Liability (Errors & Omissions) - The Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.

Insurance policies, except Workers' Compensation, shall be endorsed (1) to show Duplin County as an additional insured, as their interests may appear, and (2) to amend cancellation notice to 45 days, pursuant to North Carolina Law.

Contractor, upon execution of this Agreement, shall furnish to the Client a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Agreement. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Agreement.

Copies or originals of certificates, endorsements, or other items pertaining to insurance shall be sent to:

Matthew Barwick, Director
Duplin County Emergency Management
209 Seminary Street
Kenansville, NC 28349
Phone: 910-296-2160 ext. 232
matthew.barwick@duplincountync.com

13. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety

and safety of persons other than Contractor's or Subcontractor's employees.

16. **Termination:** Termination of this Agreement shall be in accordance with the Termination Clause of Exhibit D. Notwithstanding the foregoing, all parties recognize that this Agreement is subject to the availability of funds to purchase the specified services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.
17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be achieved to attempt to mediate the conflict between the Contractor and the Client, all litigation shall be commenced in the appropriate division of the General Court of Justice in Duplin County, North Carolina.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:

Matthew Barwick
Director
Duplin County Emergency Management
209 Seminary Street
Kenansville, NC 28349
Phone: 910-296-2160 ext. 232
matthew.barwick@duplincountync.com

Contractor:

Betty Kamara
Contracts Administrator
Tetra Tech, Inc.
2301 Lucien Way. Suite 120
Maitland, FL 32751
Phone: 321-441-8518 | 407-803-2551
betty.kamara@tetrattech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be governed by and interpreted according to the laws of the State of North Carolina. The venue for any and all legal action necessary to enforce the Agreement shall be Duplin County, North Carolina.
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least five (5) years following final payment to the Client as Federal Emergency Management Agency sub-grantee as required by FEMA's 322 Public Assistance Guide, page 114, as amended, or any similar regulation, policy, or document adopted by

FEMA subsequent to the execution of this Agreement. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.

23. **Compliance with Laws:** In performance of the Services, Contractor will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, and shall obtain all permits and licenses necessary to perform the Services under this Agreement at Contractor's own expense.
24. **Non-Discrimination:** The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.
25. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
26. **Entirety of Agreement:** The Client and the Contractor agree that this Agreement, along with the attachments hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Client and Contractor pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
27. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
28. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
29. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
30. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client.

31. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Contractor's compensation for services would otherwise be greater and/or Contractor would not have entered into the Agreement.

In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.


32. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.
33. **Headings:** The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
34. **Annual Appropriations and Funding:** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then Client shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service. Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. The selected firm shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.
35. **Corporate Authority.** By execution hereof, the person signing for Contractor below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of the Contractor.


INTENTIONALLY LEFT BLANK


IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal corporate name by persons authorized to execute this Agreement.


CONTRACTOR: TETRA TECH, INC.

CLIENT: DUPLIN COUNTY, NORTH CAROLINA


By: Jonathan Burgiel
Title: Business Unit President
Date: July 28, 2020


By: MATTHEW BARWICK
Title: DIRECTOR OF EMERGENCY MANAGEMENT
Date: JULY 31, 2020

ATTEST:

Betty Kamara, Contracts Administrator

ATTEST:

Brittany M. Boyette
Administrative Support for Emergency Services

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

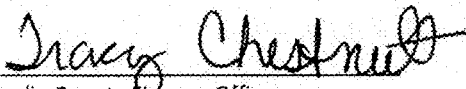

Duplin County Finance Officer

Exhibit D Federal Contracting Requirements

This **Exhibit D** is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Consultant" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This **Exhibit 2** identifies the federal requirements that may be applicable to this contract. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-Contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All Contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Duplin or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Energy Conservation

The Contractor and Sub-contractors agree to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

Clean Air Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor agrees to report any violation to the County immediately upon discovery. The Contractor understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed \$150,000.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractors and their successors, transferees, assignees, and sub-Contractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-Contractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-Contractor who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractors failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the

period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

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

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

Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see C.F.R. 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor is required to comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. pt. 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. *Minimum Wages.*

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-Contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-Contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all sub-Contractors. Contractors and sub-Contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-Contractor to provide addresses and

social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or sub-contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or sub-Contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or sub-Contractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or sub-Contractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an

apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or sub-Contractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub-Contractor or lower tier sub-Contractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a sub-Contractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its sub-Contractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 C.F.R. Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor and sub-Contractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Sub-Contractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor or sub-Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any sub-Contractor or lower tier sub-Contractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and sub-Contractor as provided in 29 C.F.R. § 5.12."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

1. Overtime requirements. No Contractor or subContractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any sub-Contractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and sub-Contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or sub-Contractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subContractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Sub-Contractors. The Contractor or sub-Contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the sub-Contractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-Contractor or lower tier sub-Contractor with the clauses set forth in paragraphs (1) through (4) of this section."

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for

any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government. Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor and sub-Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and sub-Contractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or
- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Safeguarding Personal Identifiable Information:

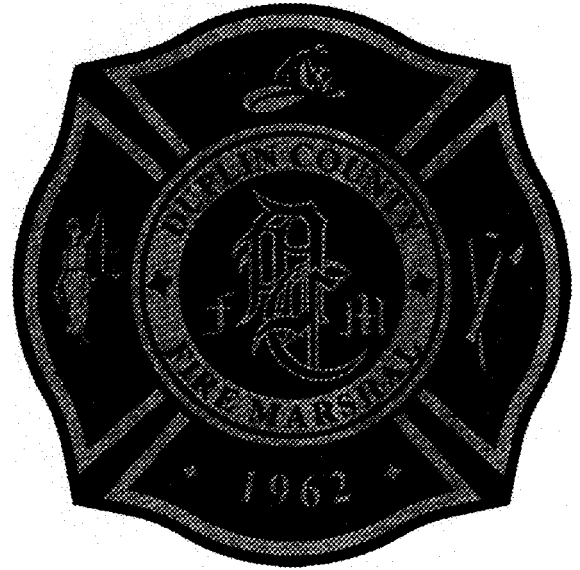
Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

EXHIBIT A

2020



DEBRIS MONITORING AND RECOVERY SERVICES

RFP DMS2020-01

Released for public proposal on April 7, 2020, and closing May 12, 2020.

DUPLIN COUNTY FIRE & EMERGENCY MANAGEMENT |
209 SEMINARY ST. KENANSVILLE, NC 28349

**REQUEST FOR PROPOSALS
FOR
DEBRIS MONITORING AND RECOVERY SERVICES**

RFP DMS2020-01

To: All Proposers

From: Matthew Barwick

Tel: (910) 296-2160

Title: Deputy Director

Email: matthew.barwick@duplincountync.com

Re: Debris Monitoring & Recovery Services

Duplin County is soliciting proposals for Debris Monitoring and Recovering Services. Instructions for preparation and submission of a proposal are contained in this package.

All proposals are due no later **May 12, 2020 at 05:00pm**. Proposals shall be enclosed in a sealed envelope or package, addressed to:

Duplin County Emergency Services
Attn: Matthew Barwick
209 Seminary ST
Kenansville, NC
28349

OR

Proposals can also be hand delivered between the hours of 08:00am-05:00pm Monday Thru Friday to:

Duplin County Emergency Services
Attn: Matthew Barwick
200 Rhodes Ave
Kinston, NC 28501

The name and address of the prospective Contractor, and the title "**RFP # DMS2020-01-Debris Monitoring and Recovery Services**" shall be placed in the outside of the envelope. All items required for a response Proposal shall be included. It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time.

Duplin County Emergency Services reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing contractors, and to waive any informalities, defects, or irregularities in any proposal, and to accept the proposal or proposals, which in the judgment of the proper officials, is in the best interest on the county.

We appreciate each firm's interest and attention to this matter.

**REQUEST FOR
PROPOSALS FOR
DEBRIS MONITORING AND RECOVERY SERVICES**

PURPOSE AND GENERAL INFORMATION:

Duplin County is soliciting sealed proposals to provide Disaster Management and Recovery Monitoring Services during natural disasters. Duplin County is seeking to enter a contractual agreement with a firm to provide the services contained within this RFP.

Duplin County is located in the Eastern Coastal Region of the North Carolina. The population as of the 2010 census was 58,741 people. Duplin County consists of 822 square miles of area to include ten municipalities.

SECTION 1

INFORMATION & INSTRUCTIONS

INSTRUCTIONS TO PROPOSERS:

- 1) It is the sole responsibility of the proposer to ensure that his or her Proposal reaches the County. The time and date for receipt of proposals will be scrupulously observed. The County shall not be responsible for late deliveries, mail delays, or email failure. All proposals will be opened publicly.
- 2) The complete original proposal and four (4) copies must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked title **“RFP # DMS2020-01-Debris Monitoring and Recovery Services.”** Proposers shall file all documents necessary to support their proposals and include them with their proposals. Proposers shall be responsible for the actual delivery of proposals during the business hours to the address indicated in the cover letter. It shall **NOT** be sufficient to show the proposal was mailed in time to be received before scheduled closing time.

QUALIFICATIONS OF THE FIRM

PROPOSAL FORMAT:

Proposers should include with their Proposal the following:

- 1) Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

- 2) The following information shall be tabbed to identify the required information. Failure to submit this information will render your proposal non-responsive.

QUALIFICATIONS OF THE FIRM:

- 1) Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor with local governments will be considered. Personal qualifications of staff with past debris monitoring experience will not be considered unless the services were part of the prime contract between the Proposer and the local government. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
 - a) Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - b) Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
 - c) Experience representing local governments with various state and federal funding sources and reimbursement processes, including Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and Natural Resources conservation Services (NRCS).
 - d) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.
 - e) Provide at least three references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.
 - f) Demonstrate at least (5) five years of experience in debris management with state and local entities. Each occurrence must demonstrate the ability to manage at least 500,000 cubic yards of debris.

QUALIFICATIONS OF STAFF:

- 1) Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Proposer, in the following:
 - a) Experience demonstrating current capacity and current expertise in debris removal, solid

waste and hazardous waste management and disposal.

- b) Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c) Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

TECHNICAL APPROACH:

1. Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of proposer's internal training program. Provide under separate cover, the Proposers training manual.

COST PROPOSAL:

1. Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. All non-labor projected costs will be billed to the County at cost without markup.
2. It is the sole responsibility of the PROPOSER to assure they have received the entire Request for Proposal.
3. The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone.
4. Any changes to the specifications will be in the form of an addendum which will be sent to all known bidders.
5. Bidders must acknowledge receipt of all addenda issued when submitting their bid.
6. Bidders who fail to acknowledge receipt of all addenda will **BE DEEMED NONRESPONSIVE AND THEIR BID REJECTED. IF APPLICABLE, ATTACH A COPY OF EACH ADDENDUM TO YOUR BID PROPOSAL FORMS.**
7. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on Duplin County. No employee of Duplin County is authorized to interpret any portion of this RFP or give information as to be the requirements of this RFP in addition to that contained in or amended to this written RFP document.
8. **Right of rejection and Clarification:** Duplin County reserves the right to reject any and

proposals and to request clarification of information from any proposer. There is no obligation for Duplin County to enter into a contract on the basis of any proposal submitted in response to this document.

9. **Request for Additional Information:** Prior to the final selection, proposers may be required to submit additional information to make oral presentation for which the county may deem necessary to further evaluate the proposer's qualifications.
10. **Denial of Reimbursement:** Duplin County will not reimburse proposers for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
11. **Gratuity Prohibition:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any officials, employees, or agent of Duplin County for the purpose of influencing consideration of this proposal.
12. **Right of Withdrawal:** The proposer has the right to withdraw his/her proposal at any time before the closing date of the application process.
13. **Right of Negotiation:** Duplin County reserves the right to negotiate with the selected proposer, the exact terms and conditions of the contract.
14. **Exceptions to the RFP:** Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for Duplin County and a description of the advantage to be gained or disadvantages to be incurred by the county as a result of these exceptions.
15. **Indemnification:** Proposers, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expense, including attorney fees, and otherwise hold harmless Duplin County, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services.
16. **Rights to Submitted Material:** All proposals, response, inquires, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall be the property of Duplin County when received.
17. **Basis of Award:** Proposals will be evaluated according to the following criteria at a minimum:

Qualifications of firm and staff	30
Technical Approach	20
Cost Proposal	50
TOTAL	100

18. **Copies:** An original and four (4) copies of the proposal and supporting documents must be submitted in response to the RFP.
19. **Contacts:** Proposers must submit proposals in accordance with the instructions contained in this RFP: All requested information must be submitted with the proposal. Instructions for preparation and submission of proposal are contained in this package.
20. All inquiries, requests for interpretations, technical questions, clarifications, or additional information shall be in writing and directed to Matthew Barwick by emailing matthew.barwick@duplincountync.com or faxing (252) 559-6152. All questions shall be received no later than April 3, 2020 at 05:00pm.

CONTRACT:

1. The contract between Duplin County and the contractor shall consist of:
 - (a) The Request for Proposal (RFP) and any amendments thereto, and The proposal submitted by the contractor in response to the RFP.
 - (b) In the event of a conflict in language between the two documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern.
 - (c) However, Duplin County reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the service provider's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
 - (d) **Contract Terms:** The initial term of contract shall be for a period of (3) three years. The County reserves the right to renew the contract on an annual basis for up to (2) two additional years upon agreement of both parties.
 - (e) **Termination of Contract:** At any time, Duplin County can terminate contract without notice.
 - (f) **Compliance with Laws:** In connection with furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
 - (g) **Minority/Women Business Enterprise (MWBE) Policy:** It is the policy of the

County to provide minority and women owned business enterprises with equal opportunity for participating in selling goods and services to Duplin County. Proposers are required to make Good Faith Efforts to subcontract, where applicable, with or purchase supplies from MWBEs.

- (h) The proposer shall keep records of such efforts that are adequate to permit a determination of compliance with this requirement.
- (i) The proposer shall also submit the attached notice of non-discrimination with their proposal.

INSURANCE REQUIREMENTS:

1. Before commencing any work, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in Section 1. Minimum Scope and Limits of Insurance. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

Minimum Scope and Limits of Insurance

COMMERCIAL GENERAL LIABILITY:

1. Contractor shall maintain Commercial General Liability and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.
2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or is equivalent and shall cover the liability arising from the premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. County, its officers, officials, agents, and employees are to be covered as additional insured under the CGL by endorsement CG 20 10 or CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope

or protection afforded to County, its officers, officials, agents, and employees.

4. There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, employment-related practices, or damage to the named insured's work, when those exposures exist.
5. Contractor shall maintain CGL and, if necessary Commercial Umbrella Liability insurance, both applicable to liability arising out of the contractor's completed operations with a limit of not less than \$1,000,000 each occurrence for at least (3) three years following substantial completion of the work.
6. The Contractor's Commercial General Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and no contribute with the contractor's insurance.

WORKERS' COMPENSATION AND EMPLOYEES LIABILITY:

1. Contractors shall maintain workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
2. The Employer's liability, and if necessary, Commercial Umbrella Liability Insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.
3. The insurer shall agree to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from work performed by the contractor for the County.

BUSINESS AUTO LIABILITY:

1. Contractor shall maintain Business Auto Liability and, if necessary Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.
2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.
3. Business Auto Coverage shall be written on ISO form CA 00 01, or a substitute form

providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

4. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.
5. The contractor's Business Auto Liability insurance shall be primary as County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, and employees shall be excess of and not contribute with the contractor's insurance.

ENVIRONMENTAL PROFESSIONAL LIABILITY INSURANCE:

1. Contractor shall maintain in force for the duration of this contract errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's service as defined in the contract. Coverage shall be written subjects to limits of not less than \$1,000,000 per loss.
2. Insurance as required in paragraph above may not exclude:
 - a) Bodily injury;
 - b) Property damage done by contractor to state or personal property;
 - c) Pollution conditions arising out of environmental work;
 - d) Asbestos-related claims;
 - e) Testing monitoring, measures operations, or laboratory analyses;
3. Liability arising out of the operations of a treatment facility if such operation is required within the scope of the contractor's services as defined in this contract.
4. If covered required in paragraph 1 above is written on a claim-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the contract is complete.
5. A policy providing both contractor's pollution legal liability and professional errors and omissions coverage shall be acceptable in meeting the requirements of paragraph 1 through 4 above, provided that the limits of such combined policy are at least \$2,000,000 per loss and \$4,000,000 aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS:

1. Any deductible or self-insured retention must be declared to and approved by County. At the options of County, either the insurer shall reduce or eliminate such deductible or self-insured retentions as respects County, its officers, officials, agents, or employees; or the contractor shall produce a bond guaranteeing payment deductibles or self-insured retentions.
2. The contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not County is an insured under the policy.

MISCELLANEOUS INSURANCE PROVISIONS:

1. The policies are to contain, or be endorsed to contain, the following provisions:
2. Any failure to comply with reporting provisions of the policies listed in Section 1. shall not affect coverage provided to County, its officers, officials, agents and employees.
3. Each insurance policy required by this contract shall be endorsed to state that coverage shall not canceled by either party except after 30 days prior written notice has been given to County, P.O. Box 3289 Kinston NC 28502.
4. If contractor's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

ACCEPTABILITY OF INSURANCE:

1. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with A.M. Best ratings of no less than A VII unless specific approval has been granted by County.

EVIDENCE OF INSURANCE:

1. The contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and therefore upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.
2. Evidence of additional insured shall be noted on the certificate of insurance as per requirements in Section 1.
3. With respects to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application payment and therefore upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

SUBCONTRACTORS:

1. Contractors shall include all subcontractors are insured under its policy or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractor's coverage, and the contractor shall be responsible for assuring that all subcontractors are properly insured.

CONDITIONS:

1. The insurance required for this contract must be on forms acceptable to County.
2. Where circumstances warrant, County may, at its discretion subject to acceptance by County accept letters of credit or custodial accounts in lieu of specific insurance requirements.
3. The contractor shall provide that the insurance contributing to satisfaction of insurance requirements in Section 1 minimum scope and insurance requirements shall not be canceled, terminated or modified by the contractor without prior written approval of County.
4. The contractor shall promptly notify County of any accidents arising in the course of operations under the contract causing bodily injury or property damage.
5. County reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
6. By requiring insurance herein, County does not represent the coverage and limits will necessary be adequate to protect the Contractor and such coverage and limits shall not be deemed as limitation of contractor's liability under the indemnities granted to County in this contract.
7. If contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.
8. The contractor or his engineer may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.
9. County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

TECHNICAL APPROACH:

1. Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of proposer's internal training program.

COST PROPOSAL:

1. Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed. Meals shall be based on North Carolina State per diem; any other direct project cost (e.g., load tickets, communications, equipment rental, etc.) will be billed to the County at cost **without** markup.

PERFORMANCE AND PAYMENT BONDS:

1. Contractors shall furnish and deliver to the County a Payment Bond and a Performance Bond covering the faithful performance and completion of the work included in this agreement and payment for all materials and labor furnished or supplied in connection with the work included in this agreement.
2. Said bonds shall be issued and furnished to county within (7) seven days of written Notice to Proceed. As the contract is on a standby emergency basis, the County must be certain that the Contractor has the capability to obtain, within a few days, in the face of a major disaster, a surety bond to cover the extensive emergency work which may be required and which work must be initiated almost immediately. Therefore, to ensure such capability, the County requires the Contractor to provide a signed letter of commitment from their surety company meeting the requirements delineated above, with their proposal in the form and containing the required terms and conditions set forth herein.
3. Each of the Payment Bonds and Performance Bond shall be furnished on behalf of the Contractor, shall name Duplin County obligee, and shall be in an amount equal to one hundred percent (100%) of the contract price to ensure the successful performance of the terms and conditions of the contract. Such bond(s) shall be solely for the protection of County.
4. The Payment Bond and Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approval list of sureties issued by the United States Department of Treasury.
5. The bond shall remain in effect at least five (5) years after the date when final payment becomes due.
6. The surety bond must be in the form set forth in NCGS 44A-33, without any variations there

from.

7. The Contractor shall provide surety bond wherein surety waives notice of any and all modifications, omissions, additions, changes and obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.
8. The surety bond must set forth no requirement that suit be initiated prior the time stipulated in applicable North Carolina Statutes of Limitation.

SECTION II SCOPE OF WORK

PURPOSE:

Duplin County is soliciting sealed proposals to provide Disaster Management and Recovery Services during a declared emergency activation.

BACKGROUND:

The County requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. As such, the Consultant should be capable of providing a range of related services as needed and ordered by the County. Other services may include, but not limited to, facilitating communication with FEMA, FHWA, State of North Carolina and other state and federal agencies, coordination with state insurance representatives, grant funding, and reimbursement services.

SCOPE:

DISASTER DEBRIS MONITORING SERVICES:

1. The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas, waterways, and other public, eligible, or designated areas. Specific services may include:
 - a) Coordinating daily briefings, work progress, staffing, and other key items with the County.
 - b) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues if necessary.
 - c) Scheduling work for all team members and contractors on a daily basis.
 - d) Hiring, scheduling, and managing field staff.
 - e) Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency as well as speed up recovery work and assure all debris removal work meets FEMA eligibility guidelines.
 - f) Assisting the County with responding to public concerns and comments.
 - g) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring. Photos and measurement forms with copy of drivers driving license number on each vehicle.
 - h) Entering load tickets into a database application.

- i) Digitization of source documentation (such as load tickets).
- j) Developing daily operational reports to keep the County informed of work progress.
- k) Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the County for processing.
- l) Pertinent report preparation required for project worksheets for FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- m) Final report and appeal preparation and assistance.
- n) Disaster related damage assessment and reconstruction services, as needed.

SECTION III

COST PROPOSAL FORM

RFP # DMS2020-01

I have read and understand the requirements of this proposal and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exceptions have been taken.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage award. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost **without mark-up**.

POSITIONS

HOURLY RATES

Project Manager	\$ _____
Operations Managers	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Environmental Specialist	\$ _____
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ _____
Field Coordinators (Crew Monitors)	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	\$ _____
Billing/Invoice Analysts	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description for each position.

ATTACHMENTS TO BID

1. As required in the Bid Package, the bidder shall attach the following to the bid:
 - a. Bond Commitment Letter
 - b. Exceptions to bid (if any)
 - c. Certificate of Insurance
 - d. Non-Discrimination Statement

NOTICE TO PROCEED

The undersigned, if deemed to be the successful Proposer, agrees to execute a contract with Duplin County in the form specified after the approval and award by Duplin County and to begin the process of providing the **DEBRIS MONITORING AND RECOVERY SERVICES** as specified in this proposal upon receipt of a fully executed contract, and issuance of a Notice to Proceed and Purchase Order issued by the County.

Addendum

Receipt of the following Addendum is acknowledged and attached:

Addendum No. _____ Date _____, 2020

Addendum No. _____ Date _____, 2020

Submitted by: _____

Title: _____

Authorized Signature: _____

Company Name (Print): _____

Company Address (Print): _____

City, State, Zip Code (Print): _____

Phone Number: _____

Email: _____

NON-DISCRIMINATION STATEMENT

The proposer certifies that:

No person shall be excluded from participating in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any proposal submitted to Duplin County or the performance and any contract resulting therefrom;

That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including those companies owned and controlled by racial minorities, cultural minorities, and women;

In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promise s of non-discrimination as made and set forth herein shall be hereby deemed to be made as part of and incorporated by reference into any contract or portion therefore which this company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Duplin County to declare the contract in default and to exercise and any all applicable rights and remedies including but not limited to cancellation of the contract, opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Printed Name: _____

Signature: _____

SAMPLE BOND COMMITMENT LETTER

This is an example of an acceptable commitment letter. The letter must be issued and signed by the Surety Company, not the Agent, and must be submitted with the proposal.

Re: Surety Bond Commitment

Standby Contract for Debris Monitoring and Recovery Services Dear _____,

I pleased to advise you that we have approved in principle a \$\$\$\$\$\$ performance and payment bond for your company for the benefit of **Duplin County**. The performance and payment bond will be for the successful contract completion of the work set forth in that solicitation **RFP # DMS2020-01 for a Standby Contract for Debris Monitoring and Recovery Services**.

Our company is a surety or insurance company currently listed on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, with at least an A-rating in the latest printing of the A.M. Best's Key Rating guide to write individual bonds up to (10) ten percent of policyholders' surplus as shown in the A.M. Best's key rating guide and is licensed to issue surety bonds in the State of North Carolina.

If you are the successful proposer on this contract, the performance and payment bond will be issued within (7) seven days of written notification from the Owner. The bond will be issued for the total amount of the estimated value of the contract up to \$\$\$\$\$\$.

This letter constitutes our commitment based upon information and documentation you have submitted. Any obligation to issue the performance and payment bond will arise only upon the satisfactory preparation, execution and delivery of documentation in form and substance satisfactory to our company. This commitment is valid for a period of fourteen months from the date hereof.

Sincerely,

Name

Title, Insurance, Surety Company

DUPLIN COUNTY REQUEST FOR PROPOSALS – ADDENDUM

REQUEST FOR PROPOSAL: RFP DMS2020-01
Disaster Debris Removal & Management
Disaster Debris Monitoring & Recovery Services

ADDENDUM NUMBER: 01

DATE: MAY 7, 2020

TO ALL POTENTIAL BIDDERS:

This addendum is to modify and add additional information to the previous bid documents and is hereby made a part of the bid documents.

1. The original documentation contains two separate RFPs. Any proposer may bid on either services, but will do so separately.
 - a. RFP for Disaster Debris Removal and Management, as seen on pages 1-51, represents one RFP for Disaster Debris Removal and Management Services.
 - b. RFP for Disaster Debris Monitoring and Recovery, as seen on pages 52-71, represents one RFP for Disaster Debris Monitoring and Recovery Services.
2. Bid bonding will be a local requirement by Duplin County, and is required in original, submitted with each proposal. This includes proposals for both Disaster Debris Removal and Management Services, and Disaster Debris Monitoring and Recovery Services. Proposals will not be accepted in electronic form of any kind.
3. Due to affects from the Novel Coronavirus, clarity on bid bonding requirements, and typographical errors in the original document, the due date for proposals is extended. To preserve the equal opportunity of all potential proposers, proposals will be accepted until 5:00 pm EST on May 22, 2020.

*****END*****

DUPLIN COUNTY REQUEST FOR PROPOSALS – ADDENDUM

REQUEST FOR PROPOSAL: RFP DMS2020-01
Disaster Debris Removal & Management
Disaster Debris Monitoring & Recovery Services

ADDENDUM NUMBER: 02

DATE: MAY 12, 2020

TO ALL POTENTIAL BIDDERS:

This addendum is to modify and add additional information to the previous bid documents and is hereby made a part of the bid documents.

1. Bid bonding is addressed as follows:
 - a. Bid bonding is a requirement by Duplin County, and is required in original, submitted with each proposal for Disaster Debris Removal and Management Services in the amount of \$25,000.00
 - b. Bid bonding is not required by Duplin County for bids submitted for Disaster Debris Monitoring and Recovery.
2. All bids are to be received sealed. Therefore no electronic bids will be accepted. Bids will be accepted until May 22, 2020 at 5:00 pm EST via mail service or hand-delivery at 209 Seminary ST Kenansville, NC 28349.

*****END*****

Technical Approach

Project Understanding

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Michael, Irma, Harvey, Matthew, Sandy, Ike, Wilma, and Katrina. Our team has assisted more local governments with debris monitoring efforts following natural disasters than any other firm in the nation.

Collectively, we have overseen and managed the recovery of over 120 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of \$6 billion in reimbursable costs to our clients.

In addition, our understanding of the North Carolina Department of Transportation, FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help Duplin County to receive the maximum reimbursement allowed following a disaster.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the extensive experience, understanding, and knowledge of the County to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

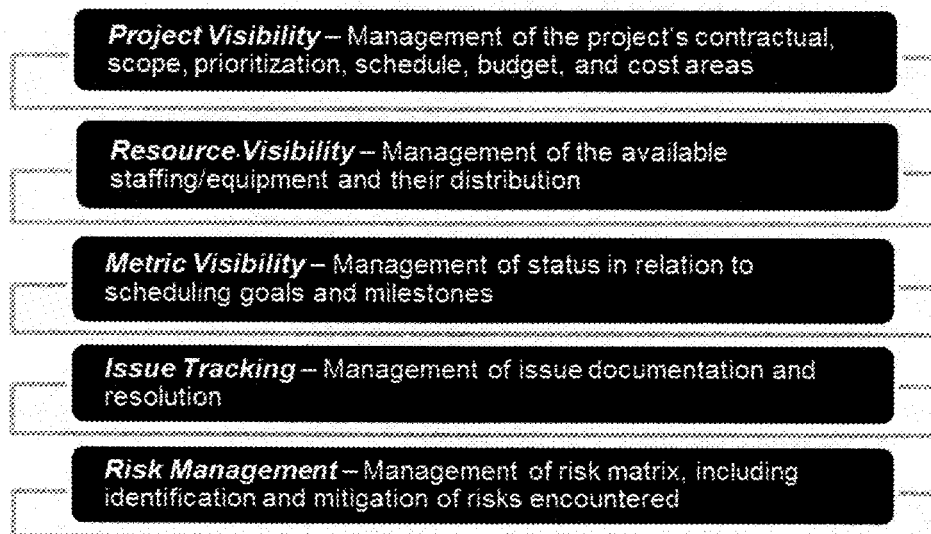
Our technical approach captures our unique capabilities, including the following:

- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- A project management team that is recognized for its ability to respond quickly to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team to oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the County's data needs

Project Management Methodology

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 3-1: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide *scalable, consistent, high-quality results*. We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the following phases:

- **Initiation (Pre-Event)**
 - **Annual coordination** – Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities.
 - **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
 - **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood.
- **Mobilization (Immediately Prior to and Following Event)**
 - **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.
 - **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.

- **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.
- **Execution (Post-Event)**
 - **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
 - **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.
 - **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
 - **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.
- **Closeout (Post-Event)**
 - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
 - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
 - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Client Interaction

Coordinated project communications coupled with accurate information enables effective decision-making. Our implementation of this provides our clients with the benefits:

- **Common Operating Picture**
 - Tetra Tech's real-time data sharing information portal allows the client, the debris removal contractors, and the monitoring firm to access the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
 - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
 - Documented procedures and protocols enable scalability without loss in fidelity and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
 - Experience operating in disasters enables Tetra Tech to design systems and processes to be able to withstand loss of infrastructure and key personnel yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in *collaborative problem solving and issue resolution*. By approaching others with professional mutual respect, our project managers form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

Operational Schedule

Based on Tetra Tech’s understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County’s needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

Exhibit 3-2: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	Meet with the County to review plans and documents	<ul style="list-style-type: none"> • Conduct annual pre-event meeting with the County and debris contractor • Review the County's disaster recovery contracts for FEMA compliance • Update critical documents and files, including any GIS files
H-96	Review capabilities and resources	<ul style="list-style-type: none"> • Contact the County and initiate daily conference call • Determine resource requirements from debris model • Review the County's emergency policies and contracts • Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
H-72	Execute responsibilities and activate contracts	<ul style="list-style-type: none"> • Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure • Review protocols for private property, gated communities, and public drop-off sites • Review debris management site (DMS) locations and follow up with the North Carolina Department of Environmental Quality on permitting procedures • Estimate equipment requirements and DMS capacity to haul and stage debris • Prepare ADMS technology for mobilization
H-48	Monitor storm track and continue preparations	<ul style="list-style-type: none"> • Conduct regular meetings with County staff as requested • Confirm staging location and begin mobilization of resources • Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) • Review list of priority roads and the operational plan • Obtain GIS files for municipalities that the County will assist with debris removal • Continue to update and gather updates from the County's debris hauler
H-24	Prepare final reports	<ul style="list-style-type: none"> • Save all critical documents and files to the network drive, USB drive, and laptop hard drive • Certify emergency road clearance equipment (in coordination with the County's debris hauler) • Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Response		

SECTION 3: TECHNICAL APPROACH

Time	Task	Deliverables/Milestones
H +24	Emergency push	<ul style="list-style-type: none"> • Receive notice to proceed with not to exceed • Begin emergency push • Maintain time and materials (T&M) logs for push equipment • Coordinate with the County to conduct preliminary damage assessments and road closures (if requested) • Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of DMS locations • Follow up with NC DEM on debris permits (if required) • Work with the County to establish public information protocols to respond to concerns and comments
H +48	Emergency push/ damage assessment	<ul style="list-style-type: none"> • Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	<ul style="list-style-type: none"> • Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
H +96	Begin debris collection monitoring	<ul style="list-style-type: none"> • Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with County staff and debris hauler • Implement QA/QC procedures
Recovery		
Week 1+	Right-of-way (ROW) debris collection monitoring	<ul style="list-style-type: none"> • Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the County, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> • Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by RecoveryTrac™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	<ul style="list-style-type: none"> • Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with FEMA Region 4, NC DPS, U.S. Army Corps of Engineers (USACE), etc.
Week 2+	Special projects (if required)	<ul style="list-style-type: none"> • Waterway debris removal • Private property debris removal (PPDR)

Time	Task	Deliverables/Milestones
		<ul style="list-style-type: none"> • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial recovery assistance staff engaged (if requested)	<ul style="list-style-type: none"> • Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project completion	Document turnover/closeout	<ul style="list-style-type: none"> • Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the County with long-term reimbursement • Audit assistance • Appeal support if necessary

RecoveryTrac™ Automated Debris Management System – Tetra Tech’s Alternative to Paper Ticketing

In today’s technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

Recently, our team simultaneously deployed approximately 6,000 ADMS units in the field following Hurricanes Harvey, Irma, Maria, and the California Wildfires. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

Our proprietary ADMS technology, RecoveryTrac™, is one of only three systems validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented RecoveryTrac™ ADMS technology on our last 150 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 6,000 handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed**, and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

- Owned and operated by Tetra Tech
- Over 6,000 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

The RecoveryTrac™ Process

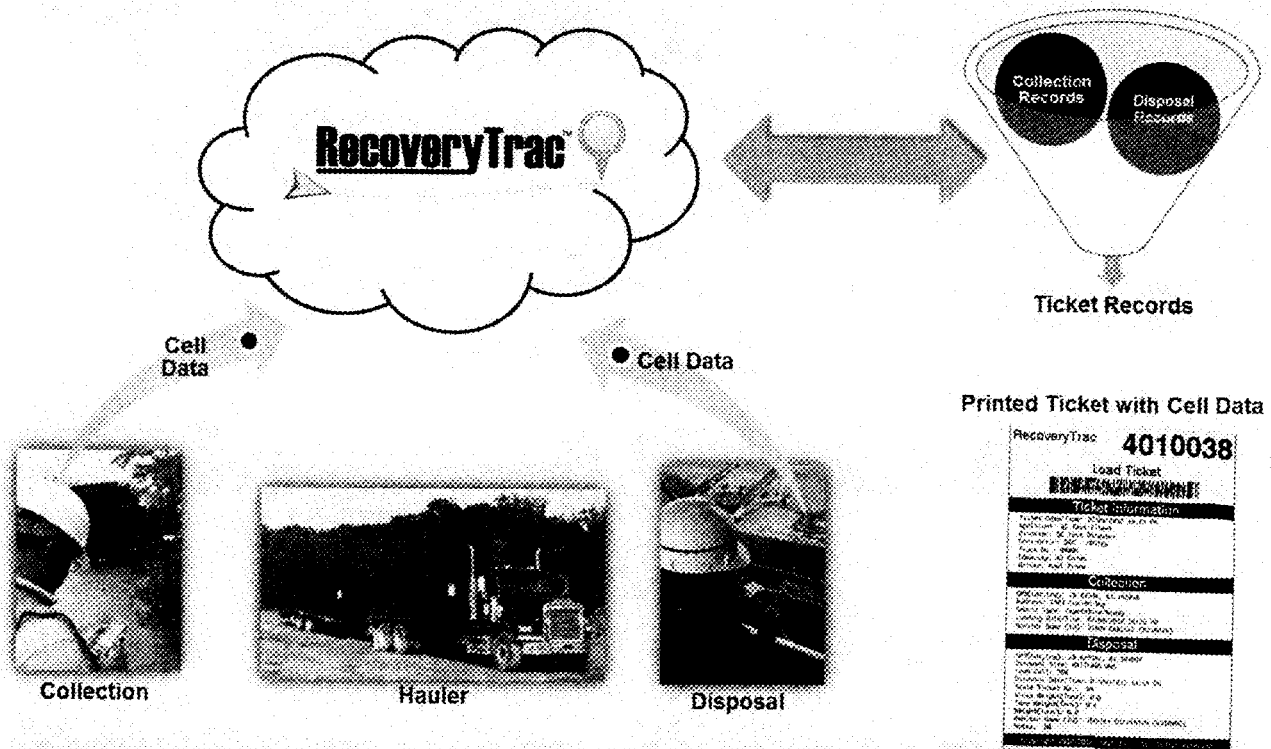
The steps of the RecoveryTrac™ process are as follows:

1. The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
2. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
3. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
4. When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.

5. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
6. The control ticket is provided to the driver and taken to the DMS, where it is scanned by a debris site/tower monitor.
7. The debris site/tower monitor confirms the truck and debris type and enters the load call.
8. Finally, the disposal load ticket is printed and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored, the handheld device automatically uploads the stored ticket data. Exhibit 3-3 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit 3-3: RecoveryTrac™ Process



Emergency Push Period

The emergency push period begins immediately following an event. Debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges

Even under the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data

- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

Debris Estimate Methodology

Tetra Tech prescribes to a variety of approaches for debris estimation. We will utilize national models such as the USACE debris estimating model to supplement our own estimates. More often however, we will fall back upon area-specific per household debris estimates from our trained staff as our principle method for debris estimation. We have been involved in disaster events with debris estimates ranging from 1 cubic yard per household, which is more typical in tropical storms, to 50 cubic yards per household, which occurred with Hurricane Katrina in the City of Waveland, Mississippi. The information collected from the damage assessment team windshield surveys will be fed back to the Phase 1 debris manager who will utilize the information to further prioritize critical routes requiring emergency road clearance or closure.

Vehicle Certification

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include *electronic volume calculations*, instantaneous upload to the RecoveryTrac™ database to allow immediate QA/QC checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system.**

Exhibit 3-4: Truck Audit Report

RecoveryTrac Truck Certification Audit Report

Trucks Certified On: All

AUGUSTA - WINTER STORM FAX - ROW COLLECTION - Truck Certification Summary

Contractor: ASHERITT	Total Trucks Certified	Total Certified Capacity	Avg Certified Capacity
	167	6961	41.68

Contractor: ASHERITT

NA 700373 81 02/27/2014 11:02 AM ACTIVE 2082WR (MC) SELF-LOADING TRUCK

Primary Box (L x W x H): 216x102x102 = 2247264.0 Cu Inches (+)

Type: Box (L x W x H): 70x102x64 = 458880.0 Cu Inches (+)

Type: Box (L x W x H): 48x102x28 = 137088.0 Cu Inches (+)

Total Volume: 2841312.0 Cu Inches (/48,656) = 80.80 Cu Yds

Driver-Placard View Side View Back-Interior View Front View

Our disaster debris vehicle certification procedure includes the following:

- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations and a bar code for automated ticket scanning

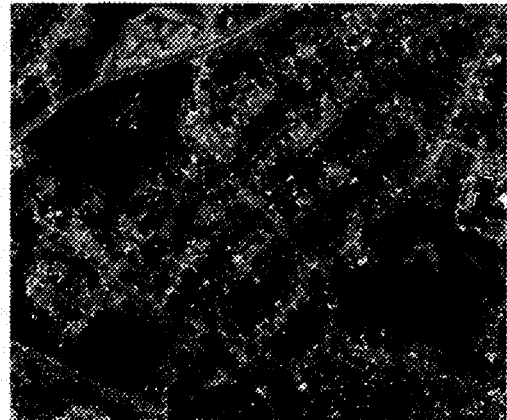
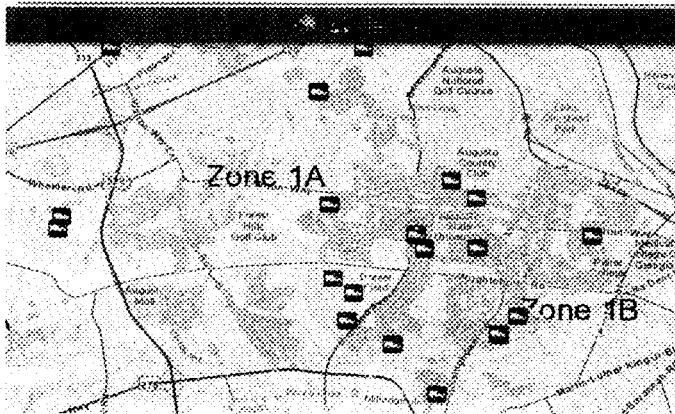
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Right-of-Way Collection Reporting

Our ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Exhibit 3-5: Waypoint Collection/Hazardous Tree Maps

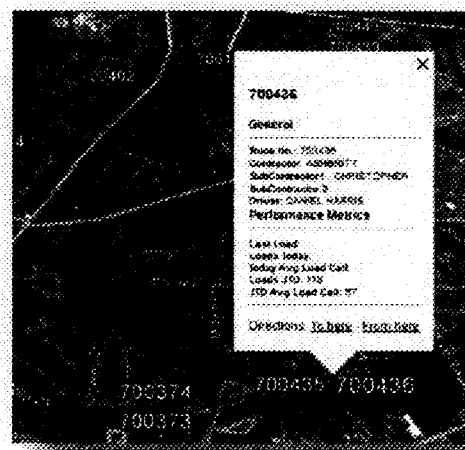


An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 3-6 and 3-7.

Exhibit 3-6: Monitoring Locations



Exhibit 3-7: Truck Locations



Field Operations

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld devices and debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld devices.
- **Contractor Completion.** Tetra Tech will assist the County in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the County with managing these goals, including the following:
 - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
 - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
 - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the County if deadlines are not being met.
 - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

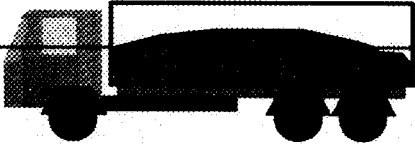



Debris Management Site Monitoring

Response to debris-generating events requires locating DMS, emergency permitting of DMS (including debris burning and State regulatory permits), baseline soil testing before the DMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in North Carolina with pre-permitting DMS before a disaster event as well as post-disaster permitting.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the DMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech DMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, Tetra Tech will digitize and catalog tickets generated by the existing scales at the County's DMS.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 3-8: Load Call Estimate Examples

A		<p>Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.</p>
B		<p>Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.</p>
C		<p>Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.</p>
D		<p>Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.</p>

Residential Drop-Off Sites

To provide documentation to FEMA that supports reimbursement of debris brought by the County's residents to residential drop-off sites and proves the debris is not commercial, the County must monitor each site and screen citizens who enter. Tetra Tech is prepared to support the County by assisting with this task if needed.

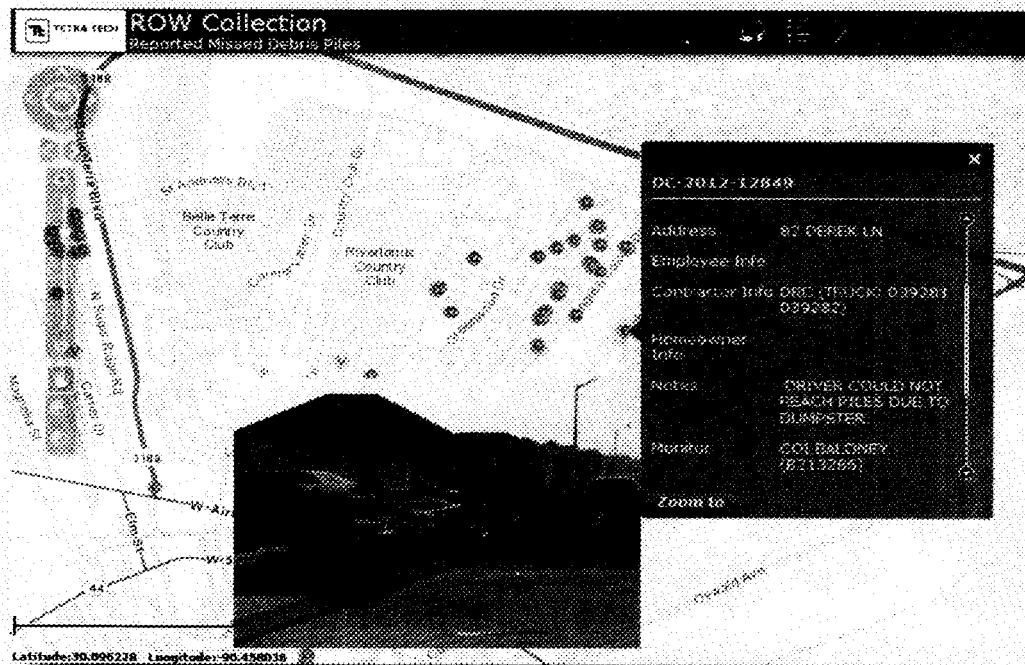
Quality Assurance/Quality Control Program

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

Exhibit 3-9: Missed Piles Tracking



Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:





- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Hazardous Tree Removal

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all

Exhibit 3-10: Real-Time Ticket Report

RecoveryTrac Unit Rate Audit Report (Owner: 2014-30)										Date: 03/11/2014
Client: MADURIS					Project: HUNTER WINTER STORM FAX - RAMP COLLECTION					
Total Ticket Count: 12										
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Shut Count	Meas	Zone	Photo Count
125590044	DAWN WALKER (B214108)	03/11/2014 6:17 AM	33.434516	-82.023773	2405 ACARULCO DR	1A	1.00	2.50	ZONE: 201	4
Crew Photo		Pre-Work Photo		Measurement Photo		Post-Work Photo				
										

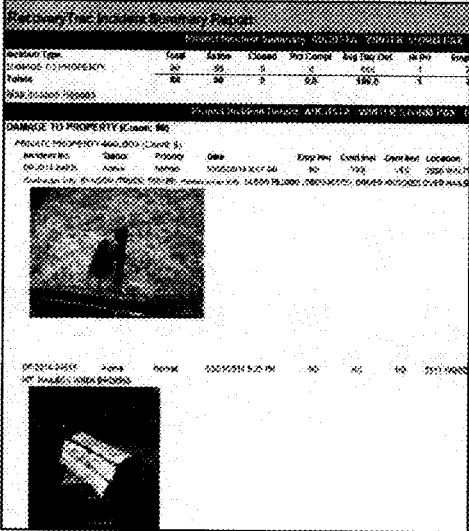
measurements meet the County's contractual agreement with the contractor.

Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

Exhibit 3-12: Incident Report

Incident Database



Incident Type	Count	Action	Closed	Shut Down	Eng. Fee	Doc.	Alpha	Print
DAMAGE TO PROPERTY	30	55	5	0	0.0	1		
Other	32	50	0	0.0	100.0	1		

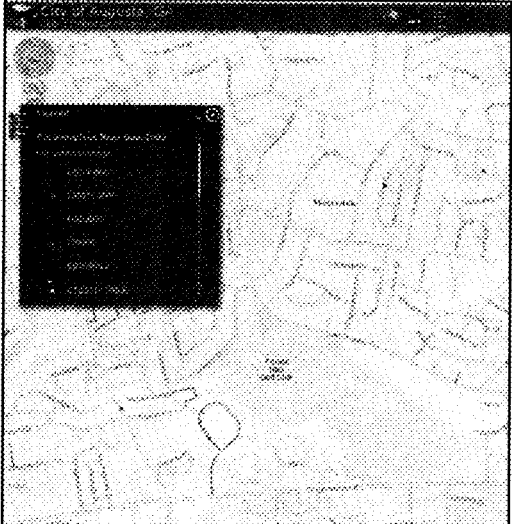
DAMAGE TO PROPERTY (Count: 30)

PROJECT NUMBER	DATE	TIME	EST. TIME	COORDINATE	GENERAL LOCATION
09-011-0005	09/01/11	10:00	10:00	33055573 3307 50	90 100 100 0200 WALK

DAMAGE TO PROPERTY (Count: 30)

PROJECT NUMBER	DATE	TIME	EST. TIME	COORDINATE	GENERAL LOCATION
09-011-0005	09/01/11	10:00	10:00	33055573 3307 50	90 100 100 0200 WALK

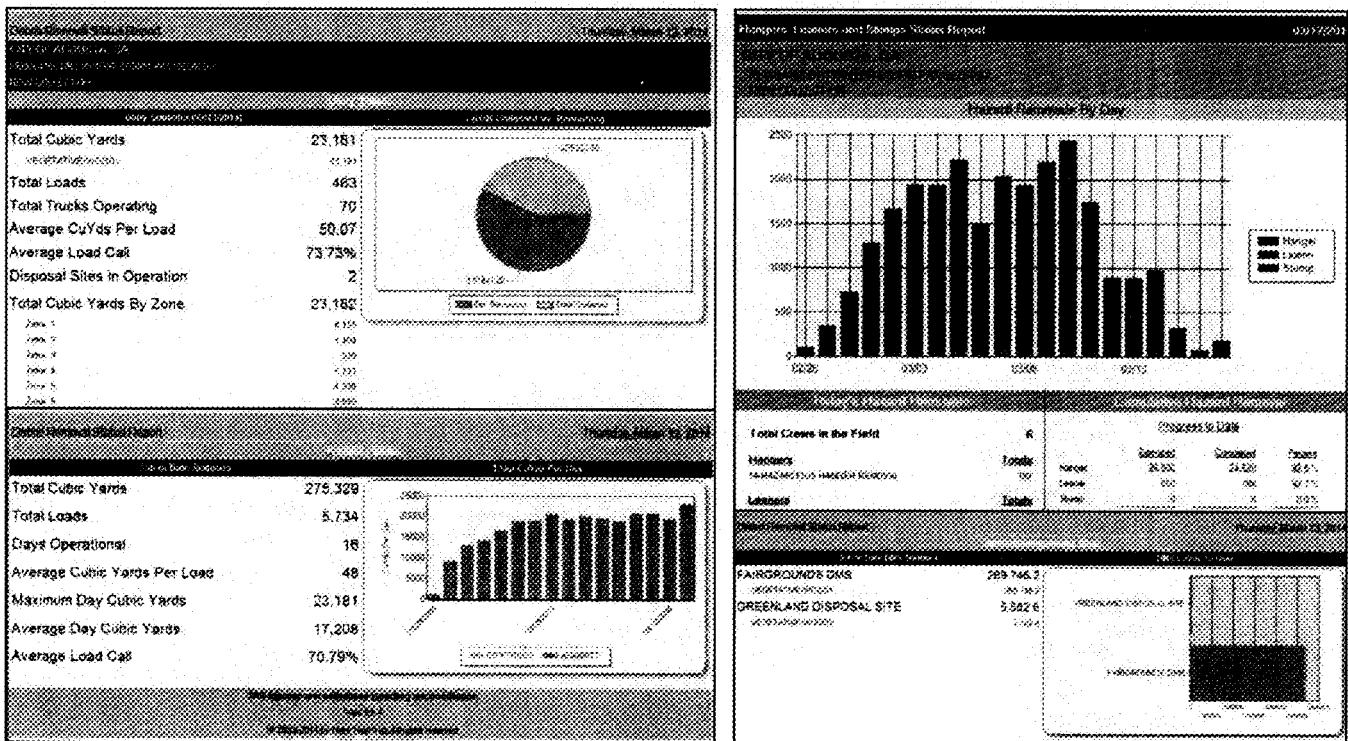
Incident Map



Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Exhibit 3-13: Sample Custom Reports Developed



Contractor Reconciliation

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

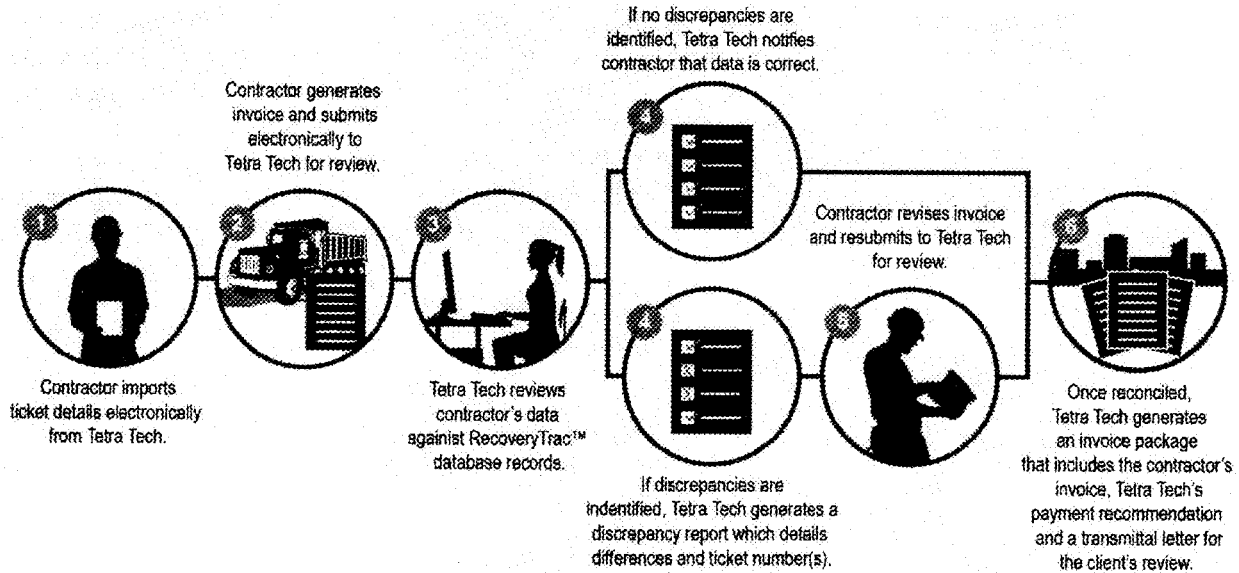
Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor

sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit 3-14: Contractor Invoice Reconciliation Process



Monitor Training Program

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.



Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2019 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.71
- 2019 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.81
- 2019 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.10

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

EXHIBIT C

SECTION III

COST PROPOSAL FORM

RFP # DMS2020-01

I have read and understand the requirements of this proposal and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exceptions have been taken.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage award. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost **without mark-up**.

POSITIONS

HOURLY RATES

Project Manager	\$ <u>70.00</u>
Operations Managers	\$ <u>60.00</u>
Field Supervisors	\$ <u>42.00</u>
Debris Site/Tower Monitors	\$ <u>33.00</u>
Environmental Specialist	\$ <u>50.00</u>
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ <u>30.00</u>
Field Coordinators (Crew Monitors)	\$ <u>33.00</u>
Load Ticket Data Entry Clerks (QA/QC)	\$ <u>0.00</u>
Billing/Invoice Analysts	\$ <u>45.00</u>

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description for each position.

*Please see following page for additional rates and descriptions

Additional Positions

The table below lists additional debris monitoring services positions and hourly rates that may be necessary to complete the scope of work requested by Duplin County. The positions listed will be used as needed to facilitate the scope of work. Magnitude, duration, and intensity of the incident will dictate the appropriate response and level of service required to manage the recovery effort.

The hourly rates include all applicable overhead, transportation, and profit. Per the RFP, all non-labor project costs will be billed at cost, without markup.

Position	Description	Hourly Rate
Data Manager	Responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. The Data Manager will validate documentation and metrics being reported as accurate and on-schedule.	\$55.00
FEMA Reimbursement Specialist	A FEMA reimbursement specialist will prepare and process grant payments, monitor Public Assistance (PA) grant activities, coordinate and communicate with stakeholders, maintain contracts and records, and prepare correspondence when necessary. The FEMA reimbursement specialist is knowledgeable of grant management; is able to work with state, federal, and local officials; and is customer service-oriented.	\$95.00

EXHIBIT D

The following clauses apply to this contract to the extent allowed by North Carolina law.

- A. Equal Employment Opportunity (Reference: 41 CFR Part 60-1.4(b)):** During the performance of this contract, the contractor agrees as follows:
1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Copeland "Anti-Kickback" Act: Compliance with the Copeland "Anti-Kickback" Act

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours and Safety Standards Act (Reference: 29 CFR 5.5(b)): Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. Duplin County, NC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2)

of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act:

D.1-Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.
2. The contractor agrees to report each violation to Duplin County, NC and understands and agrees that Duplin County, NC will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D.2-Federal Water Pollution Control Act

1. The contractor agrees to and the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
2. The contractor agrees to report each violation to Duplin County, NC and understands and agrees that Duplin County, NC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This contract is a covered a transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. Section 180.995), or its affiliates (defined at 2 C.F.R. Section 180.905) are excluded (defined at 2 C.F.R. Section 180.940) or disqualified (defined at 2 C.F.R. Section 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon Duplin County, NC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Duplin County, NC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. Byrd Anti-Lobbying Amendment, 31 U.S.C. Section 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not been used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with the instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. Access to Records: The following access to records requirements apply to this contract:

1. The Contractor agrees to provide Duplin County, NC, the FEMA Administrator, the Controller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever of to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Duplin County, NC and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

H. DHS Seal, Logo, and Flags:

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

I. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund this contract only. The contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.

J. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's action.

L. Required Affirmative Steps to Assure Certain Firms Are Used (Reference: 2 CFR 200.321)

During the performance of this contract, the contractor agrees, if subcontracts are to be let,

to take the following affirmative steps:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

M. Procurement of Recovered Materials (Reference 2 CFR 200.322)

The contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner’s agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Brian Matthis, Duplin County Emergency Management	Meeting Date: May 20, 2024
Subject: Disaster Debris Removal Contract Extension	
Summary, explanation and background: In order to qualify for federal disaster reimbursement, Duplin County must have pre-storm contracts for disaster debris removal in place. RFP was advertised and awarded in 2020 to Crowder Gulf, LLC. This contract is valid for 3 years, ending July 30, 2023, with two (1) year extension options available. The first 1-year extension was renewed for July 31, 2023 to July 30, 2024. I am requesting that the second 1-year extension be granted, to continue contract services from July 31, 2024 to July 30, 2025.	
Requested Action: Approve contract as written and approved to be extended for one year and for Emergency Management to sign.	
Budget impact for this fiscal year: \$0	
Budget impact for subsequent years: \$0	
Time needed to explain to Commissioners: 5 minutes	
Attachments: One-year contract extension request and amendment; existing contract extension; original contract with Crowder Gulf, LLC.	
Instructions for what to do with attachments once approved: Discard	



ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

March 28, 2024

Mr. Matthew Barwick
Director of Emergency Management
Duplin County
209 Seminary Street
Kenansville, NC 28439

via email: matthew.barwick@duplincountync.com

Re: Contract Renewal for Disaster Debris Removal & Management Services

Dear Mr. Barwick:

CrowderGulf has been providing Duplin County with a contract for Disaster Debris Removal & Management Services per the contract that commenced on July 31, 2020. The term of this agreement will be for three (3) years. The County shall have the option of extending the agreement for two (2) additional one-year periods as approved by the County, at the same terms and conditions by giving the firm written notice not less than thirty (30) days prior to the expiration of the initial term.

If Duplin County is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of July 30, 2025.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of Duplin County requests our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at the Disaster Administration Office (DAO) at 800-992-6207 or by email jramsay@crowdergulf.com.

Best regards,


Ashley Ramsay Naile
President

RENEWAL ACCEPTANCE – Duplin County, NC

Signature

Name/Title

Date

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

May 03, 2023

Mr. Matthew Barwick
Deputy Director of Emergency Services
Duplin County
209 Seminary Street
Kenansville, NC 28439

via email: matthew.barwick@duplincountync.com

Re: Contract Renewal for Disaster Debris Removal & Management Services

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We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of Duplin County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at the Disaster Administration Office (DAO), 800-992-6207 or by email jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Duplin County, NC



Signature

Matthew Barwick, EM Director

Name/Title

05/22/2023

Date

Contract for Disaster Debris Removal & Management

THIS CONTRACT is made this the 31st day of July, 2020 by and between **CrowderGulf, LLC**. (herein referred to as "**Contractor**") and Duplin County a political subdivision of the **State of North Carolina** (herein referred to as "**County**").

RECITALS

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, The **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of The **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

1.0 SERVICES

1.1 Scope of Contracted Services:

The Contractor hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications identified in Request for Proposal (RFP) DMS2020-01 which is attached hereto as Attachment 1. The Contractor will further comply with the Federal Contracting Requirements which are attached hereto as Attachment 2. Attachments 1 and 2, along with all documents provided by the Contractor in response to the County's RFP, are hereby incorporated herein by reference and made a part of this Contract.

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be

limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 5.1 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

1.4 Right-of-Entry (ROE) Removal (if implemented by the County):

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

1.5 Demolition of Structures (if implemented by the County):

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

1.6 Private Property Waivers:

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Technical Assistance:

The Contractor will cooperate with the County, along with the vendor selected by the County to provide debris management services, as necessary to provide technical assistance and otherwise perform the requirements of this Contract.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **County's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors.

2.3.3 Insurance(s):

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Contractor shall also maintain Employers' Liability insurance limits of not less than \$1,000,000 per accident and \$1,000,000 each employee for injury by disease. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

\$1,000,000 per occurrence /\$2,000,000 aggregate --- Bodily Injury Liability, and
\$1,000,000 – per occurrence/\$1,000,000 annual aggregate - Commercial
General Liability
\$100,000 --- Property Damage Liability, or
\$1,000,000 per occurrence /\$2,000,000 aggregate---Combined Single Limit
Bodily Injury and Property Damage

2.3.4 Insurance Cancellation / Renewal:

The CONTRACTOR shall maintain during the life of this contract automobile/vehicle liability insurance. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles. Unless otherwise specified, this coverage shall be written providing liability limits at least in the amount of \$1,000,000.

CONTRACTOR, upon execution of this Contract, shall furnish to the COUNTY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

3.3 Payment and Performance Bonds: Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

3.4 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract. Work will commence only upon a County-issued Notice to Proceed in the event of a natural disaster. All services shall be completed in accordance with the project schedule associated with the Notice to Proceed. Time is of the essence with respect to all provisions of this Contract that specify a time for performance, including but not limited to the project schedule associated with the Notice to Proceed.

Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor.

3.5 Completion of Work:

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

Extensions (optional):

In as much as this is a “time is of the essence” based Contract, the commencement of contracted services will be as set out in Section 3.2. All services shall be completed in accordance with the project schedule associated with the Notice to Proceed. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

3.6 Term of Contract and Termination:

The term of the Contract shall be for three (3) consecutive years beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

Termination of this Contract shall be in accordance with the Termination Clause contained within Attachment 2.

3.7 Contract Renewal:

This Contract may be renewed for two (2) additional one-year periods upon written mutual agreement by both parties, subject to any negotiated changes to the terms and specifications contained in this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

4.2 County Obligations:

The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the

primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

4.4 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages resulting from the negligent acts or omissions of its employees or subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.5 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Ownership of Debris (optional):

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Disposal of Debris:

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**.

4.8 Federal-Aid Requirements:

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions – – Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

4.9 Compliance with Federal Laws:

This Contract is subject to Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards, FEMA Public Assistance Program and Policy Guide, FEMA 325 Debris Management Guide, FEMA Recovery Policy 9500 series and any other Federal rule, regulation or policy relating to disaster debris.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor’s crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

5.2 Multiple, Scheduled Passes (optional):

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required, the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s). The Contractor acknowledges and accepts liability for any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorneys' fees) arising out of any act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this Contract, including but not limited to those services required to be performed pursuant to this subsection.

5.7 Traffic Control:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s). The Contractor acknowledges and accepts liability for any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorneys' fees) arising out of any act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this Contract, including but not limited to those services required to be performed pursuant to this subsection.

5.8 Work Days/Hours:

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Except as prohibited by local ordinance, state or federal law, or other directive from the County, any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the **County** following consultation and notification to the Contractor.

5.9 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the

County. The Contractor acknowledges and accepts liability for any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorneys' fees) arising out of any act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this Contract, including but not limited to those services required to be performed pursuant to this subsection.

5.10 Stumps:

All hazardous/eligible stumps identified by the **County** will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

Utilizing Local Resources:

The Contractor shall, to the extent possible, give priority to utilizing resources within the **County**. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

5.12 Work Safety:

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the **County** and/or Government. The Contractor shall ensure that all subcontractors likewise comply with all safety precautions and programs required by OSHA and all other regulatory agencies while providing services under this Contract. Contractor shall assign a safety officer to the project for the duration of the Contract.

COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

All personnel provided or made available pursuant to this Contract, whether employees of the Contractor or a subcontractor, shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.

5.13 Inspection and Testing:

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies which may have a regulatory or funding interest in this Contract, including but not limited to Duplin County, the State of North Carolina, and the United States federal government.

6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

6.2.1 Daily Reports:

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

6.2.3 Report(s) Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

6.3 Additional Supporting Documentation:

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

7.0 UNIT PRICES and PAYMENTS

7.1 See enclosed RFP Fee Schedule

7.2 Billing Cycle:

The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

7.3 Payment Responsibility:

The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 15 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

7.4 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

7.4.1 Eligibility Inspections:

The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

7.4.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

7.5 Unit Price/Service Negotiations:

Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and

subject to the review of the Government and must comply with Section 8.3 of this Contract.

7.6 Specialized Services:

Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

7.7 Retainage:

A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor to public or private property.

7.8 Annual Appropriation and Funding.

This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service. Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

Contractor: CrowderGulf, LLC
5629 Commerce Blvd E
Mobile, AL 36619
800-992-6207
jramsay@crowdergulf.com

County: Duplin County
Matthew Barwick
209 Seminary St
Kenansville, NC 28439
Phone 910-296-2160 ext 232
Email matthew.barwick@duplincountync.com

8.2 Dispute Resolution and Applicable Law:

The parties shall attempt to resolve any conflicts or disputes under this Agreement in a fair and reasonable manner. If an informal resolution cannot be reached, any and all legal action necessary to enforce the Contract will be held in Duplin County, North Carolina, and the Contract shall be interpreted by the laws of North Carolina.

8.3 County's Right to Carry Out Work.

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, after such seven-day period, without prejudice to other remedies, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the County's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

8.4 Entire Contract/Amendments:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

8.5 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.6 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

8.7 **E-VERIFY:** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.

8.8 **IRAN DIVESTMENT ACT:** *CONTRACTOR certifies that they are not* listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

8.9 **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the

responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

8.10 **GOOD STANDING WITH COUNTY:** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY, CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to COUNTY during the Term of this Contract.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the County has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

CrowderGulf, LLC

Duplin County

By: Ashley Ramsay-Naile
Name: Ashley Ramsay-Naile

By: Matthew B. C.
Name:

Title: Sr. Vice President/COO

Title: DIRECTOR OF EMERGENCY MANAGEMENT

ATTEST:

ATTEST:

Wesley Nail
Wesley Nail

Brittany M. Boyette
Name: Brittany M. Boyette

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

Stacy Chestnut
Duplin County Finance Officer

DUPLIN COUNTY REQUEST FOR PROPOSALS – ADDENDUM

REQUEST FOR PROPOSAL: RFP DMS2020-01

Disaster Debris Removal & Management

Disaster Debris Monitoring & Recovery Services

ADDENDUM NUMBER: 02

DATE: MAY 12, 2020

TO ALL POTENTIAL BIDDERS:

This addendum is to modify and add additional information to the previous bid documents and is hereby made a part of the bid documents.

1. Bid bonding is addressed as follows:
 - a. Bid bonding is a requirement by Duplin County, and is required in original, submitted with each proposal for Disaster Debris Removal and Management Services in the amount of \$25,000.00
 - b. Bid bonding is not required by Duplin County for bids submitted for Disaster Debris Monitoring and Recovery.
2. All bids are to be received sealed. Therefore no electronic bids will be accepted. Bids will be accepted until May 22, 2020 at 5:00 pm EST via mail service or hand-delivery at 209 Seminary ST Kenansville, NC 28349.

*****END*****

DUPLIN COUNTY REQUEST FOR PROPOSALS – ADDENDUM

REQUEST FOR PROPOSAL: RFP DMS2020-01

Disaster Debris Removal & Management

Disaster Debris Monitoring & Recovery Services

ADDENDUM NUMBER: 01

DATE: MAY 7, 2020

TO ALL POTENTIAL BIDDERS:

This addendum is to modify and add additional information to the previous bid documents and is hereby made a part of the bid documents.

1. The original documentation contains two separate RFPs. Any proposer may bid on either services, but will do so separately.
 - a. RFP for Disaster Debris Removal and Management, as seen on pages 1-51, represents one RFP for Disaster Debris Removal and Management Services.
 - b. RFP for Disaster Debris Monitoring and Recovery, as seen on pages 52-71, represents one RFP for Disaster Debris Monitoring and Recovery Services.
2. Bid bonding will be a local requirement by Duplin County, and is required in original, submitted with each proposal. This includes proposals for both Disaster Debris Removal and Management Services, and Disaster Debris Monitoring and Recovery Services. Proposals will not be accepted in electronic form of any kind.
3. Due to affects from the Novel Coronavirus, clarity on bid bonding requirements, and typographical errors in the original document, the due date for proposals is extended. To preserve the equal opportunity of all potential proposers, proposals will be accepted until 5:00 pm EST on May 22, 2020.

*****END*****

2020



DEBRIS REMOVAL & MANAGEMENT SERVICES

RFP DMS2020-01

Released for public proposal on April 7, 2020, and closing May 12, 2020.

DUPLIN COUNTY FIRE & EMERGENCY MANAGEMENT |
209 SEMINARY ST. KENANSVILLE, NC 28349



Duplin County Emergency Services
Division of Fire & Emergency Management

<https://www.duplincountync.com/fire-emergencymanagement/>

209 Seminary Street • Kenansville, NC 28349 • Tel 910-296-2160 • Fax 910-296-2164

- Pre-Bid & Proposal Conference
 - o Not Applicable
- Bond
 - o Surety Required
 - o Bond Required
 - o Bid Bond Required
- Insurance
 - o Required

Questions concerning this solicitation may also be emailed to Matthew Barwick at matthew.barwick@duplincountync.com no later than **May 10, 2020 at 5:00pm EST.**

Please reference in subject RFP DMS2020-01 on all correspondence. Questions received, if any will be responded to within 72 business hours.

NOTE:

- Failure to follow instructions may result in proposer disqualification.
- There will be no public bid opening.



Duplin County Emergency Services Division
of Fire & Emergency Management

<https://www.duplincountync.com/fee-emergencymanagement/>

209 Seminary Street • Kenansville, NC 28349 • Tel 910-296-2t60 • Fax 910-296-2164

Debris Management Services

DMS2020-01

Sealed proposals will be received in the Emergency Services Office from the opening of the request for proposal on April 7, 2020 until **May 4, 2019 at 5:00p.m EST**. This represents the closing of the period of acceptance for proposals. Absolutely no proposal will be accepted for consideration if not physically received by this date and time, regardless of postmark date or time.

Attached are important instructions and specifications regarding responses to this Request for Proposal. Failure to follow these instructions could result in proposal disqualification.

Proposals may be mailed, or hand delivered to:

Duplin County Fire & Emergency Management
209 Seminary Street
Kenansville, NC 28349

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APPENDICES

Appendix A- ACRONYMS

Appendix B- TERMS USED IN THIS DOCUMENT

Appendix C- BID BOND

Appendix D- PAYMENT BOND

Appendix E- PERFORMANCE BOND

Appendix F- PROPOSAL SECTION

Appendix G- USACE Debris Storage Site Requirements

Appendix H- USACE Categories of Debris

STATEMENT OF NO PROPOSAL

If you do not intend to submit a proposal, please complete the information below and return this form to **209 Seminary ST. Kenansville, NC 28349** with the proposal number and title clearly marked on the front of the envelope.

- Insufficient time to respond
- Unable to meet specifications
- Schedule would not permit us to perform
- Do not offer this product
- Specifications unclear
- other (please specify below)

Comments: _____

Company Name: _____ Date: _____

Signature: _____ Telephone Number: _____

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS

- Review all sections of this document carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the entity submitting their proposal. The **COUNTY** of Duplin assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the Director of Emergency Services.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other **COUNTY** locations or which are otherwise not present in the Emergency Services Office at the time of opening for any cause will be determined to be late and may not be considered.
- In accordance with Chapter 55A, Article 15.01(a) **Authority to conduct affairs required**, of the North Carolina General Statutes, no foreign corporation shall conduct affairs in this State until it obtains a certificate of authority from the Secretary of State.
- Offerors are advised that all materials submitted to the **COUNTY** of Duplin for consideration in response to this Request for Proposals will be considered public records, without exception, and will be released for inspection immediately upon request, once an award has been made.
- It is intended that an award pursuant to this Request will be made to a prime **CONTRACTOR**, who will assume responsibility for all aspects of work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted and must be approved by the **COUNTY**, provided that their use is clearly indicated in the offeror's proposal, and the **Sub-CONTRACTOR(s)** proposed to be used are identified in the proposal.

EQUAL EMPLOYMENT OPPORTUNITY (NCGS 126-16)

§ 126-16. Equal opportunity for employment and compensation by State departments and agencies and local political subdivisions - All State departments and agencies and all local political subdivisions of North Carolina shall give equal opportunity for employment and compensation, without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition as defined in G.S. 168A-3 to all persons otherwise qualified, except where specific age, sex or physical requirements constitute bona fide occupational qualifications necessary to proper and efficient administration. This section with respect to equal opportunity as to age shall be limited to individuals who are at least 40 years of age. (1971, c. 823; 1975, c.158; 1977, c. 866, s. 7; 1979, c. 862, s. 3; 1983 (Reg. Sess., 1984), c. 1116, s. 111; 1985, c. 571, s. 2; 1991, c. 65, s. 6.)

SPECIFICATIONS

A. PURPOSE

The purpose of these specifications is to describe the requirements of the **COUNTY** relative to the Disaster Debris Management Services sought by the **COUNTY** in the management of debris resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes. This contract would potentially be invoked for **COUNTY**, State, and Federally declared disaster events. Services may include: collecting and removing debris including the clearing and removal of debris from the public right-of way, streets and roads; demolition and removal of condemned structures and buildings that pose a threat to public safety and resulting from the disaster event; processing debris including screening for sand, sorting, grinding, mulching, and burning; and disposing of debris at designated sites within Duplin **COUNTY**; establishing and operating temporary debris staging and processing sites; collecting and disposing of hazardous waste, bio-hazardous waste and dead animals; providing project management services including emergency communications; and assisting the **COUNTY**'s Federal and State reporting and reimbursement efforts. In addition, the selected **CONTRACTOR** may be required to provide community relations support during all phases of the disaster recovery work which may include preparing audio/visuals and fact sheets, and participating in public meetings.

Duplin **COUNTY** will be the sole applicant for this contract.

B. ESTIMATED QUANTITIES

The **COUNTY** is directly responsible for the unincorporated area of Duplin **COUNTY**.

For estimation purposes only, the Army Corp of Engineers Hurricane Debris Planning Model estimates utilizing their medium range estimates.

The following cubic yards (CY) of debris generated by hurricane strength category:

- Category I 81 thousand CY
- Category II 322 thousand CY
- Category III 1.0 million CY
- Category IV 2.0 million CY
- Category V 3.2 million CY

GENERAL REQUIREMENTS

The scope of services shall include, but not be limited to the following:

The **CONTRACTOR** shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the **CONTRACTOR** to ensure that, should **Sub-CONTRACTOR(s)** be utilized by the **CONTRACTOR** for any portion of the work, these **Sub-CONTRACTOR(s)** shall meet or exceeds the same requirements for the **CONTRACTOR** pertaining to this contract and that the **Sub-CONTRACTOR(s)** are not debarred from doing any business with a government agency.

The **CONTRACTOR** shall notify the **COUNTY** within (48) forty-eight hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the **CONTRACTOR** or **SUB-CONTRACTORS** utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the **COUNTY**, the **CONTRACTOR** shall immediately prepare their response or draft a **COUNTY** response to the notice and begin corrective action against any non-complying condition. Failure by the **CONTRACTOR** to take corrective action which is required by law or the Contract Documents shall result in the **COUNTY** taking whatever measures are necessary to correct the condition and deducting the cost of taking such corrective action from the **CONTRACTOR's** Operating Fee Payment. The **CONTRACTOR** will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the prosecution of the Services shall be secured and paid for by the **CONTRACTOR** with the assistance of the **COUNTY**, unless otherwise stated in this Proposal. The **CONTRACTOR** will be responsible for obtaining the necessary permits from DEQ for the TDSR. The **CONTRACTOR** shall not be held responsible to secure permits and/or licenses, which the requirements for same have or will be waived due to a declaration of an emergency or disaster.

Under the general oversight of the **COUNTY**, the **CONTRACTOR** will supervise and direct all work, workers and equipment. The **CONTRACTOR** is solely responsible for the means, methods, techniques, sequences, safety program and procedures utilized. The **CONTRACTOR** will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the **COUNTY** a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the **CONTRACTOR** and all communications given to the supervisor or liaison officer in writing by the **COUNTY's** Authorized Representative shall be as binding as if given to the **CONTRACTOR**.

The name(s) of the supervisor(s)\liaison officer will be supplied to the **COUNTY** for each issuance of an event Notice-To-Proceed through an attachment to the Agreement resulting from this Proposal in the form of a task order.

The **CONTRACTOR** shall have the ability to guarantee operations, and pay vendors and **Sub-CONTRACTOR(s)** for 120 days prior to receiving payments from the **COUNTY**.

The **CONTRACTOR** shall provide up to 40 hours annually of on-site pre-event planning and coordination services as directed by the **COUNTY**.

The **CONTRACTOR** shall make daily reports to the **COUNTY** to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The **CONTRACTOR** shall also provide other operational and complaint tracking reports as requested by the **COUNTY**.

The **CONTRACTOR** shall disclose future debris management contractual obligations within the State of North Carolina throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the **CONTRACTOR** from meeting its obligations under this contract. Such disclosure shall be provided to the **COUNTY** within 30 days of entering into said contractual obligation.

The **CONTRACTOR**'s response shall meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the **COUNTY** Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the **COUNTY** while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;
- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Based on the Category III debris quantities noted on page 5. Category III-1.0 million cubic yards, the **CONTRACTOR** response shall meet the following minimum standards:

- Ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial event notice to proceed.
- Due to the nature of the emergency and circumstances that may inhibit compliance with the times specified above, a reasonable adjustment to the completion dates may be made by mutual agreement between the **CONTRACTOR** and the **COUNTY**.

SCOPE OF SERVICES

It is the intent of this Scope for the **CONTRACTOR** to remove, as quickly as possible, all hazards to life and property resulting from the Event in the **COUNTY**. Clean up, demolition and removal will be task order (notice-to-proceed) specific and limited to eligible debris. Eligible debris shall be defined by the **COUNTY** as (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large.

DEBRIS REMOVAL

Specifically, the Scope of Services will include the following items:

1. **Emergency Road Clearance** - The **CONTRACTOR** shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **COUNTY**.
2. **Debris Removal from Public Rights-of-Way** - As identified by and directed by the **COUNTY**, the **CONTRACTOR** shall accomplish the pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) or direct haul to final disposal/landfill from public rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements. The **CONTRACTOR** shall segregate all debris to the extent practical. Clean, woody debris and other natural materials that can be chipped, mulched, burned and disposed of in some other similar manner shall be handled separately from other debris.
3. **Demolition of Structures, Debris Removal from Private Property (Right-of Entry Program) and Publicly Owned Property (other than Rights-of-Way)** - Should an imminent threat to life, safety and health to the general public be present, the **COUNTY** will obtain prior and proper approval from FEMA for the eligibility of debris removal from private property and demolition of private structures (**FEMA DAP9513.4, DAP9523.13**). The **CONTRACTOR**, as identified to and directed by the **COUNTY**, will accomplish the demolition of structures and the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by **CONTRACTOR** from the **COUNTY** the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific task order, and the physical marking of each structure by the **COUNTY**. The **CONTRACTOR** will place all debris collected through this process in the public rights-of-way, where the above scope of services (Debris Removal from Public Rights-of Way) shall commence. The **COUNTY** feels that it is in the best interest of the health and safety of its citizens to provide this service. The **CONTRACTOR** shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.
4. **Hazardous Slumps (Extraction, Back-fill, Haul)** - As identified and directed by the **COUNTY**, the **CONTRACTOR** shall extract all hazardous slumps, as identified by the **COUNTY**, haul each stump to a TDSRS, and backfill each stump hole with compatible material as determined by the **COUNTY** and the **CONTRACTOR**. Each stump shall be inspected by the **COUNTY** and **CONTRACTOR** inspectors and documented as to the appropriate category of size for invoicing.
5. **Leaning Trees / Hanging Limbs (Trimming, cutting, felling)** - As directed by the **COUNTY**, the **CONTRACTOR** shall trim, cut and/or fell all leaning trees and/or hanging limbs, as identified by the **COUNTY**. Each tree and limb shall then be placed in the right-of-way where the debris resulting from this scope of services shall be removed utilizing the scope of services above.
6. **Temporary Debris Staging and Reduction Sites (TDSRS)** - The **CONTRACTOR** and the **COUNTY** will jointly review alternative sites for debris management. The **CONTRACTOR** will be responsible for collecting and testing appropriate environmental samples prior to beginning operations at each debris management location jointly agreed upon by the **COUNTY** and the **CONTRACTOR**. The **CONTRACTOR** will thoroughly video tape and/or photograph each site before any activities begin, and will periodically update video and photographic documentation to track site evolution.
 - The **CONTRACTOR** will operate and manage the TDSRS's to accept and process all event debris. The **CONTRACTOR** shall be responsible for any site preparation, to include but not

limited to: any site work and materials necessary to build and maintain stabilized roads for ingress or egress, or any roads throughout the site; the construction of a roofed inspection tower sufficient for a minimum of three (3) inspectors; any environmental requirements to include, but not limited to, wind-born debris control fencing, silt fencing, or water retention berms; the construction of an area for an office trailer and parking; and any other items necessary for site operations and management. The **CONTRACTOR** shall provide and maintain portable and sanitary facilities and fresh water at each Inspection Station.

- The inspection of every load, in and out, is further defined in the documentation section below. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes.
- All processing activities shall be conducted in compliance with all federal, state, and local rules and regulations. The **CONTRACTOR** shall be responsible for obtaining and paying for all permits required to construct, operate, maintain, close, and reclaim the debris-processing sites. The **CONTRACTOR** shall maintain the site in accordance with all local, state, and federal rules and regulations including, at a minimum erosion control, storm water management, and fire control, rodent and insect control, animal control in general, noise abatement, odor control, and other site management and site maintenance. The **CONTRACTOR** shall provide stabilized ingress and egress to each debris-processing site and shall maintain such access throughout the life of the site.
- The **CONTRACTOR** shall not transport hazardous materials to the TDSRS or other sites that are not specifically authorized to accept such materials. The **CONTRACTOR** shall be responsible for proper handling and storage of any hazardous materials brought to the TDSRS. The **CONTRACTOR** shall provide a suitable area at each TDSRS to accommodate all hazardous materials inadvertently brought to the site. The area shall be lined with impervious material surrounded with berms *or* other containment structures to contain any potential leakage.
- The **CONTRACTOR** shall conduct all required ash, soil, and groundwater testing at the TDSRS, as required by Federal, State and Local laws, standards, regulations and operating permits. All guidelines in FEMA's Public Assistance Debris Management Guidelines, FEMA 325 July 2007, or any subsequent editions, shall be followed and complied with in the establishment, operation of and closing of the TDSRS.
- The **CONTRACTOR** shall ensure that site reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations. The TDSRS will be restored to its pre-use condition, which will include but not be limited to: removal of all equipment and debris, grading of the site to historical conditions, and the seeding and mulching of the exposed areas.

7. **Disaster Event Generated Hazardous Wastes Abatement** - The **CONTRACTOR** shall abate all hazardous waste identified by the **COUNTY** in accordance with all applicable Federal, State and Local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199.
8. **Disaster Event Generated Bio-hazardous Wastes Abatement** - The **CONTRACTOR** shall abate all bio-hazardous waste identified by the **COUNTY** in accordance with all applicable Federal, State and Local laws, standards and regulations.
9. **Dead Animal Collection, Transportation and Disposal** - The **CONTRACTOR** shall collect, transport, and dispose of dead livestock, poultry, and large animals (deer, wild pigs, exotic species, etc.).

Disposal will be accomplished in any permissible manner consistent with Federal, State and **COUNTY** laws, rules, and regulations. The collection, transportation, and disposal of small domestic pets are the responsibility of the **COUNTY**.

10. **Soil Screening** - The **CONTRACTOR** shall screen all soils, as directed by the **COUNTY**, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris-laden soil, hauling debris-laden soil and processing the debris-laden soil as directed by the **COUNTY**. Debris removed from soil will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Rights-of-Way.
11. **Electronic Communications** - The **CONTRACTOR** shall provide the **COUNTY**, in the event that normal communication (power, telephone, radio, cell phones, etc.) is unavailable, with SAT-COM (Satellite radio's, telephones, etc.) or a reliable electronic system of communication.
12. **Public Information** - The **CONTRACTOR** shall be responsible for distributing public information to **COUNTY** residents and businesses within the affected area of devastation, in the event that normal communication is unavailable. The **COUNTY** will develop, produce and provide the **CONTRACTOR** with the public information for distribution. However, in the event that the **COUNTY** is unable to have the public information produced due to the devastation, the **CONTRACTOR** shall be required to have the public information produced and distributed. In this case, the **COUNTY** will provide the **CONTRACTOR** with the information that will need to be produced.

TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the intent of this Scope for the **CONTRACTOR**, as part of and in support of, the defined tasks above, to provide disaster recovery technical assistance to appointed and elected officials within the **COUNTY**. This scope shall include, but not be limited to, the services defined.

1. PROGRAM MANAGEMENT ASSISTANCE

- a. Project Worksheet (PW)
 - i. Official PW requests — Assist **COUNTY** personnel in the following:
 1. Identification of expenditures eligible for reimbursement
 2. Submission of official “request for PW inspection”
 - ii. Local government representation on PW team — Train and assist **COUNTY** personnel to accomplish the following:
 1. Identification of eligible items for reimbursement
 2. Review of PW for accurate scope of work
 3. Review of PW for accurate unit costs
 - iii. Recovery process documentation — Assist **COUNTY** personnel in the following:
 1. Creation of recovery process documentation plan
 2. Maintenance of documentation of recovery process
 - iv. Force account labor vs. contract labor
 1. Recommendations to government officials on need to contract or utilize force account labor
 - v. Recovery process oversight
 1. Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 2. PW tracking through State and Federal process
 3. Written and oral status reports to government officials
- b. Documentation Support
 - i. Review of records system for applicability to Federal and State requirements
 - ii. Orientation and training of Department/Division Heads on requirements for quality and quantity of required documentation
 - iii. Assist in selection of “Clerk of Records” and provide detailed training for documentation
 - iv. Review documentation for accuracy and quantity
 - v. Assist in preparation of claim documentation
- c. Consultation and negotiation services
 - i. Recommendations to government officials on plans of action
 - ii. Provide guidance to government officials on issues involving Federal and State reimbursement
 - iii. Assist **COUNTY** officials in negotiations with Federal and State officials
- d. Other representations as may be requested / required

2. COUNTY REIMBURSEMENT EFFORTS

The **CONTRACTOR** shall provide assistance to the **COUNTY** in the **COUNTY**'s Federal and State reimbursement efforts.

- a. The **CONTRACTOR** shall accompany and assist the **COUNTY** in assessing and preparing Project Work Sheets for submittal to Federal/State agencies as requested by the **COUNTY**.
- b. The **CONTRACTOR** shall provide all records, disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, DOT, etc.) and State reimbursement applications.
- c. The **CONTRACTOR** shall review all reimbursement applications prepared by the **COUNTY** prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the **COUNTY** of any recommended changes, corrections, alterations or deletions.
- d. The **CONTRACTOR** shall assist the **COUNTY** in responding to federal and state agencies' request for additional information as directed by the **COUNTY**.

OTHER OPERATIONAL CONSIDERATION

1. Documentation and Inspections

All storm debris shall be subject to inspection by the **COUNTY** or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, state and Federal laws. The **CONTRACTOR** will, at all times, provide the **COUNTY** access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The **CONTRACTOR** and the **COUNTY** will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification of the vehicle leaving the TDSRS to ensure that it is in fact empty. The **CONTRACTOR** and the **COUNTY** will monitor the material to determine that it in fact consists of eligible debris. The **CONTRACTOR** and the **COUNTY** will have in place at the pick-up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the **CONTRACTOR** and the **COUNTY** will establish and record the certified cubic yards capacity and will inspect each haul truck. The **CONTRACTOR** will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The **CONTRACTOR** will assist the **COUNTY** in preparation of Federal (FEMA, DOT, etc.) and State reports for any potential reimbursement through the training of **COUNTY** employees and the review of documentation prior to submittal. The **CONTRACTOR** will work closely with the North Carolina Division of Emergency Management, FEMA, DOT and other applicable State and Federal Agencies to ensure that eligible debris collection and data documenting same appropriately addresses concerns of the likely reimbursement agencies.

2. Priority of Work Areas

The **COUNTY** will establish the priority of and shall approve each work area in advance, which the **CONTRACTOR** will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The **CONTRACTOR** shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the **CONTRACTOR**. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the **COUNTY**.

3. Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The **CONTRACTOR** may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the **CONTRACTOR** deems it necessary and safe. **CONTRACTOR** shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

4. Debris Disposal

The **CONTRACTOR** shall process, recycle and dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State, and local laws, standards and regulations. Final disposition locations shall be at the discretion of the **CONTRACTOR** with prior acceptance by the **COUNTY**, except for those materials to be landfilled as determined by the **COUNTY**. Debris to be landfilled will be at the **COUNTY**'s designated landfill facility or as directed by the **COUNTY**. The **CONTRACTOR** and **COUNTY** inspectors assigned to the disposition process shall maintain disposition and disposal records and documentation. Documentation shall be quantified in Cubic Yards or Tons if direct haul to landfill.

5. White Goods

The **CONTRACTOR** may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the North Carolina Administrative Code. The **CONTRACTOR** shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the **CONTRACTOR** in accordance to applicable regulatory requirements.

6. Multiple Schedule Pass

The **CONTRACTOR** shall make multiple scheduled passes of each site, location, or area impacted by the disaster. This manner of debris removal is required to allow citizens and the **COUNTY** to return to their properties and bring debris to the right-of-way as recovery progresses. The number and schedule of passes shall be determined through **COUNTY/CONTRACTOR** consultation. It is the **COUNTY**'S intent that the **CONTRACTOR** will make as many passes as the **COUNTY** may direct to complete the removal and lawful disposal of all-natural disaster generated debris.

7. Certification of Load Carrying Capacity

The **CONTRACTOR** shall submit to the **COUNTY** certification indicating the type of vehicle, make, model, license plate number, **CONTRACTOR** equipment number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the **COUNTY** or it's Monitor. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive numbers for the **COUNTY**.

All trucks and trailers utilized in hauling debris shall be provided with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulation, cover the front and/or sides, and are constructed in a manner to withstand severe operating conditions. Once installed, all sideboards and extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the **COUNTY**. The **CONTRACTOR** shall cover the tarping of loads.

8. Traffic Control

The **CONTRACTOR** shall mitigate the impact of their operations on local traffic to the Olilest extent practicable. The **CONTRACTOR** is responsible for establishing and maintaining appropriate traffic controls in all work areas, including TDSRS. The **CONTRACTOR** shall provide sufficient signing,

flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all Federal, State, and local laws, regulations, and ordinances governing personnel, equipment and workplace.

9. Storm Debris Hotline

The **CONTRACTOR** shall establish a storm debris hotline system to handle incoming calls for information and complaints concerning the storm debris operation. The **CONTRACTOR** shall maintain an office and shall provide sufficient staffing to ensure quality storm debris information dissemination and receipt of complaints about the storm debris operation. The office shall be established no later than 24 hours after the **COUNTY's** notice to proceed. This office shall remain open to business for the hours as determined by the **COUNTY**.

The **CONTRACTOR** shall be staffed and have the technology to accept all request for information and complaints. The **CONTRACTOR** shall provide an answering machine or voice mail service during non-office hours for customer calls. During office hours, these services must be maintained regularly. During non-office hours, questions and complaints shall be recorded and answered no later than the following business day.

The **CONTRACTOR** shall provide computer data base tracking of **COUNTY** resident and business complaints related to the disaster event.

10. Coordination with Recovery Operation Center

The **CONTRACTOR** shall be required to provide current/up-to-date field condition information to the **COUNTY'S** EOC-Recovery Operation Center.

11. CONTRACTOR Required Submittals and Tasks with Timeframes from Contract NTP if Pre-Event Awarded Contract

- **CONTRACTOR** site visit of **COUNTY** TDSRS 30 Days
- Aerial Markups of TDSRS with Site Layouts 60 Days
- Load Tickets with Use Procedure 30 Days
- **CONTRACTOR** Load Ticket Accounting Software 30 Days
- **CONTRACTOR** Debris Separation Requirements/Procedures 30 Days

GENERAL NOTICES AND SUBMITTAL INSTRUCTIONS

All interested firms must fully complete, sign and submit a Bidder Certification Cover Sheet, and the Proposal Price sheets for Disaster Debris Management Services provided herein. All three (3) pages must accompany each response submitted.

Submission Deadline — The proposals must be received no later than the date and time listed on page one of this solicitation. The department will not accept electronically transmitted, late, or misdirected submittals. If less than three (3) interested firms respond to this solicitation, the department may extend the deadline for submission and notify all interested parties. Submittals will only be opened following the final submittal due date, as announced in this Request.

Period of Irrevocability — Submissions are considered irrevocable for a period of not less than SIXTY (60) days following the established due date and may not be withdrawn without written express permission of the Emergency Services Director.

Certificate of Authorization (“COA”) — Pursuant to Chapter 55A, Article 15.01(a) **Authority to conduct affairs required**, of the North Carolina General Statutes, no foreign corporation shall conduct affairs in this State until it obtains a certificate of authority from the Secretary of State. A copy of the current COA for the firm and the current North Carolina registration for the individual(s) who would perform the work must be included in the response to this request for RFP.

Submittal Costs — Any and all costs associated with developing and/or submitting responses to this solicitation including oral or written clarifications of its content shall be the responsibility of the interested firm.

Access to Public Records — All materials submitted to the **COUNTY** for consideration will be considered public records.

A. SUBMISSION PACKAGE

Please provide one (1) signed original, clearly marked as an original and five (5) duplicate copies of the proposal. Each Proposer must submit only one (1) copy of the Price Proposal 16 through 21 of these documents in an envelope separate from the narrative portion of the response. Each Proposer must submit only one (1) copy of the Financial Reports in an envelope separate from the narrative portion of the response. Do not include copies of the Price Proposal pages in with the narrative copies.

Each element of the proposal shall be individually tabbed and indexed. Page limitations are specified below. A page shall consist of one typewritten (10 or 12 characters per inch) side of standard size 8 1/2 x 11-inch stationery. No photo reduction of text is allowed. Any photographs, maps, diagrams, charts, or other non-text contents, which provide information about the respondent will be included in the page count. Foldout inserts will be converted to 8 1/2 x 11-inch equivalents and rounded upward to the next whole page.

B. CONTENT

The proposal shall consist of the following four (4) parts:

1. **Transmittal Letter** - This is to serve only as the document covering transmittal of the Proposal package and shall not exceed one (1) page. The letter should provide the name, title, address, and telephone number of the official contact person and an alternate. These individuals shall have the authority to bind the **CONTRACTOR** and shall be available to be contacted by telephone or attend meetings as may be appropriate.

2. **Financial Reports** - Provide the following information.

The audited financial statements should be performed by a reputable firm of independent certified public accountants. In situations where audited financial statements are precluded, the applicant must provide:

- Un-audited financial statements for the last two (2) years
- Federal Tax returns for the last two (2) years
- Un-audited interim quarterly financial statements subsequent to the last fiscal year's un-audited statements
- For situations where the applicant corporate entity and/or related parent company, co-applicant, etc. is less than five years old, provide the 1.a, b, c for all years of existence.
- Will be evaluated for profitability in three of the applicant's last five years and demonstration of positive trend for the future.

a. Financial Statements

- Audited financial statements for the last two (2) years
- Audited financial statements of the applicant's parent company for the past two (2) years.
- Audited financial statements of any and all co-applicants' partners for the past two (2) years.
- Interim quarterly financial statements to date subsequent to the last financial audit.

Respondents are required to submit the company's past two years of audited financial statements to demonstrate their current financial condition and stability. The audited financial reports shall be submitted in a separate envelope and must be marked in the left-hand corner on the outside of the envelope as follows:

- Financial Statements:
- Disaster Recovery Services:
- RFP Number:
- Opening Date:
- Name and Address of Respondent:
- Telephone Number of Respondent:

b. SEC Reports

- Not applicable for applicants that are not public corporations
- The most current 10K report
- The most current 10Q report

c. Ratios

Applies to all applicants. Industry standard ratios, where available, will be the basis for comparison. In situations where industry standard ratios are not available, the COUNTY will

use appropriate ratios applicable to the vendor's financial strength relative to the type of work to be performed for the COUNTY.

- Income statement and balance sheet ratios which are standard to the bidder's industry's Corporate Structure (Applies to all applicants, from sole proprietorship to subchapter S corporations to public corporations.)
- Description of ownership/legal structure of applicant
- Description of ownership/legal structure of co-applicant's partners/etc.
- Description of ownership/legal structure of parent corporate
- Organization chart of applicant as it relates to parent corporation, holding company, co-applicants, subsidiary corporations and/or affiliated companies

d. Credit

Applies to all applicants

- List of all lines of credit
- Status of all lines of credit

e. Cash Flow Projections

Applies to all applicants

- Provide detailed projections and assumptions of cash flows showing project revenues, operating and capital expenditures through the life of the contract of the corporation providing the goods/services to Duplin COUNTY

f. Litigation

Applies to all applicants

- List of litigation, past, pending and threatened to applicant and relevant associated corporate entities
- Actual and/or potential financial impact
- Indicate whether applicant has ever filed bankruptcy and describe the circumstances.

g. Debt Information

Applies to all applicants

- Covenant tests required in conjunction with existing loan agreement/s
- Certification from the company's chief financial officer that, as of the date of such certification, no events of default have occurred or are continuing under the terms of the company's outstanding debt

h. Other

- The period of performance is for a three-year term. The COUNTY shall terminate the contract at any time for convenience. The successful bidder understands and agrees to provide to the COUNTY the above listed documents, statements and reports on an annual basis. These documents, statements and report shall be provided within 90 days following the end of the bidder's fiscal year. The COUNTY reserves the right to request interim quarterly financial reports.

3. Compensation Schedule

The Respondent shall complete the compensation schedule included herein in Appendix F - Proposal Section. The Quote for Disaster Recovery Services form is not included in the page count. The **CONTRACTOR** is to include all costs that the **CONTRACTOR** may anticipate Incurring during the performance of the disaster recovery work as outlined in Appendix F— Proposal Section.

Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

4. Technical Response

The technical response shall contain the five (5) sections outlined below and shall not exceed 35 pages:

a. Company Experience

This section should provide information on the **CONTRACTOR**'s historical background and experience on disaster recovery projects including the **CONTRACTOR**'s previous experience with proposed joint ventures and key **SUB-CONTRACTOR(S)**. The **CONTRACTOR**'s background should include: the number of years that the company has been in existence; the number of years the **CONTRACTOR** has been involved with disaster recovery and debris removal; the organization Of the disaster recovery team; and the **CONTRACTOR**'s history and experience working with the proposed joint venture or major **SUBCONTRACTOR** on disaster recovery and debris removal.

The **CONTRACTOR** should document a thorough understanding of the elements affecting the removal and processing of mixed debris following a disaster event. The experience and expertise of contract managers and key personnel should be discussed.

The **CONTRACTOR** should document their ability to establish and operate multiple temporary debris processing sites throughout the **COUNTY** where collected debris may be sorted, screened for soil, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal at a designated facility within **DUPLIN COUNTY**. The **CONTRACTOR**'s disclosure should include their knowledge of the regulations affecting the removal, processing and disposal of mixed debris.

The **CONTRACTOR** should document their expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, bio-hazardous wastes, dead animals, and hazardous stumps.

The **CONTRACTOR** should document their expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

The **CONTRACTOR** should document their expertise and experience in assisting governmental entities in providing community relations including the company's ability to create audio/visual presentations and fact sheets.

b. Resources and Availability

Availability of the contract managers and key personnel must be identified. **SUB-CONTRACTOR(S)** shall be identified and the intended scope of their work detailed. The types and quantities of recovery equipment must be identified. The **CONTRACTOR** must clearly identify that equipment owned by the **CONTRACTOR** separately from the equipment available from other sources. The **COUNTY** expects personnel, **SUB-CONTRACTOR(S)** and equipment identified in the proposal response to be available for work to complete services identified under this solicitation. The **COUNTY** further expects that the identified equipment will be sufficiently maintained so as to be available to operate in a safe and reliable manner. The **CONTRACTOR** must provide reasonable assurance that the identified personnel will be available to work on future projects. The **CONTRACTOR** must provide reasonable assurance that all equipment identified for disaster recovery will be available and are not contractually obligated to other projects (e.g. residential collection contracts, solid waste transfer contracts, or other disaster debris removal contracts.) The **CONTRACTOR** shall provide a list of all contractual obligations within North Carolina for similar disaster recovery services and provide reasonable assurance that such contracts will not interfere with or preclude the **CONTRACTOR** from responding to the **COUNTY** with the **CONTRACTOR's** full force of manpower and equipment. The **CONTRACTOR** shall disclose future contractual obligations within the State of North Carolina throughout the term of the contract and provides reasonable assurance that such obligations will not preclude the **CONTRACTOR** from meeting its obligations under this RFP.

The **CONTRACTOR** must include a mobilization/operation plan that outlines the **CONTRACTOR's** mobilization/operation procedures following a disaster event. Any supplemental plans or operating procedures referenced in proposal must be submitted with your proposal. These additional supporting documents will not count towards the total page count. This outline should include a breakdown of the time required to perform each mobilization task including the time required to mobilize the **CONTRACTOR's** forces, time to establish an on-site emergency response and communication center, time to mobilize recovery equipment, time to establish Temporary Debris Storage and Reduction Sites (TDSRS), and the time required to mobilize **SUB-CONTRACTORS**. The mobilization/operation plan shall include a breakdown of the manpower and equipment that will be assembled during each phase of the **CONTRACTOR's** response. The response should meet the following minimum standards:

- Following a notice to mobilize, the ability to provide an advance team to the **COUNTY** Emergency Operations Center prior to hurricane landfall;
- Ability to marshal/stage personnel and equipment for rapid deployment into the **COUNTY** while protecting those assets from damage/destruction from the event;
- Ability to be fully operational for clearing debris to open emergency routes within 24 hours of initial notice to proceed;
- Ability to be fully operational for hauling, sorting, and storing of debris within 48 hours of initial notice to proceed;

- Ability to be fully operational for the reduction and disposal of debris within 72 hours of initial notice to proceed;
- Ability to maintain full operational capability, 12 hours per day, 7 days per week for an extended period;
- Ability to rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.

Based on the Category 3 debris quantities noted on page 5. Category III- 1.0 million cubic yards, the **CONTRACTOR** response should meet the following minimum standard of the ability to complete the entire debris management process from initial clearance through final disposal within 180 days from initial notice to proceed.

The operation plan for the TDSRS shall describe the operations expected — materials handling, reduction, storage, recycling operations, equipment maintenance, etc. The **CONTRACTOR** shall include provisions for air curtain burning.

A description of the on-site emergency response and communication center must be provided including the type of communication employed by the **CONTRACTOR** and the **CONTRACTOR**'s ability to interface with the **COUNTY**'s emergency response equipment.

c. **Project Management**

The **CONTRACTOR** should describe the organizational structure, **CONTRACTOR** assigned liaison officer, plans to meet with the **COUNTY** at the location and times specified, and “chain of command” of the **CONTRACTOR**'s response team and the project management methods that are most appropriate to perform the contract services outlined in Section V. The discussion should include: methods for communicating with team members and **COUNTY** emergency management staff, protocols for team work assignments, data management and project tracking methodologies and capabilities, schedule controls, and any other appropriate management considerations. The **CONTRACTOR** should also discuss the **CONTRACTOR**'s staffing and ability to supervise multiple clean-up crews and **SUB-CONTRACTOR(S)**. This discussion should include the **CONTRACTOR**'s project management methods that ensure the quality of the work being performed by the **CONTRACTOR**'s crews and **SUB-CONTRACTOR(S)**.

CONTRACTOR shall provide a comprehensive description of their proposed quality control plan. The description shall include, as a minimum, the **CONTRACTOR**'s quality control organization and its authority, the **CONTRACTOR**'s overview of the tasks to be inspected, reports and methods of inspections.

d. **Federal and State Reporting and Reimbursement**

The **CONTRACTOR** shall provide a detailed description of their experience and success in filing for and receiving Federal (FEMA, DOT, etc.) and State reimbursements for disaster recovery work. This discussion should include the **CONTRACTOR**'s experience in preparing and submitting Federal/State Project Work Sheets. The

COUNTY reserves the right to require all **CONTRACTORS** to use a single specified format for data management and project tracking.

e. Past Performance

The **COUNTY** will verify past performance by contacting the client references provided.

The **CONTRACTOR** must list a minimum of three (3) separate and verifiable disaster recovery events and their associated clients. Clients listed must be for completed work on disaster recovery projects or debris removal and processing projects that are similar to those identified in Section V. At least two of the client references shall be for a disaster recovery project performed for a public or governmental agency. At least three of the client references shall be for disaster recovery project performed as the lead **CONTRACTOR**. Confidential clients shall not be included. Respondents using joint ventures should include former clients of the venture. Information on each client shall be provided in the following format:

- Project/Event Title
- Client name, address and telephone number
- Contact Person and telephone number
- Location of project (if different than above)
- Project term
- Performance period
- Approximate fee for services
- Brief description of project

Selection Criteria are indicated below with respective weights per area:

Criteria	Maximum Possible Score
Company Experience	15
Resources and Availability	15
Project Management	15
Federal/State Reporting and Reimbursement Support	15
Financial stability and capacity	15
Reasonableness of Cost	25

AGREEMENT

The term of this agreement will be for (3) three-years. The **COUNTY** shall have the option of extending the agreement for two (1) additional year, as approved by the **COUNTY**, at the same terms and conditions by giving the firm written notice not less than thirty (30) days prior to the expiration of the initial term.

The **COUNTY** shall terminate the contract at any time for convenience.

A Selection Committee will review proposals that are received. Proposals that are non-responsive to the above requirements shall not be included for evaluation for possible short-listing.

The **COUNTY** will evaluate the proposer's current financial stability and financial ability to enter into a contract to perform the requested services. This evaluation will be based on the company's past two (2) years of reviewed or audited financial statements and any other pertinent financial information obtained on the proposer within the two (2) year period. The company must be financially capable to contract for the services outlined in this RFP. The proposer must have ability to obtain sufficient bonding and to guarantee operations and pay vendors and **SUB-CONTRACTOR(S)** for one hundred and twenty (120) days prior to receiving payment from the **COUNTY**. This is a minimum qualification and will be evaluated on a pass/fail basis. In the event of secondary and/or tertiary awards lowest overall pricing may not determine correct award. The scale to determine price ranking is located in Appendix F.

The COUNTY reserves the following rights:

1. Award a contract to more than one proposer.
2. Award to a primary, secondary and tertiary **CONTRACTOR(s)**.
3. Award each task separate to any one of the top three ranked proposers.
4. Conduct pre-award discussion with any or all, responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection. (Selection Committee)
5. Request that proposer(s) modify their proposal to more fully meet the needs of the **COUNTY** or to furnish additional information as the **COUNTY** may reasonably require. (Selection Committee)
6. Accord fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. Such revisions may be permitted after submission of proposals and prior to award. (Selection Committee)
7. Process the selection of the successful proposer without further discussion. (Selection Committee)
8. Accept or reject qualifications or proposals in part or in whole. (Selection Committee)
9. Request additional qualification information. (Selection Committee)
10. Limit and/or determine the actual contract services to be included in a contract, if applicable. (User Division)
11. Obtain information for use in evaluating submittals from any source. (Contract Manager)
12. Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of Duplin **COUNTY** to do so. (**COUNTY** Administration)
13. The **COUNTY** shall be the sole judge of proposers' qualifications. (Selection Committee, Purchasing Director, or Board of **COUNTY** Commissioners as may be applicable)

Unreasonable Charges— Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, **CONTRACTOR's** are placed on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the **COUNTY** of Duplin shall promptly notify the **CONTRACTOR**, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A **CONTRACTOR** may not institute legal action unless a settlement cannot be reached within ninety (90) days of notification.

Cancellation of Project — The DMTF, with the approval of the director, may choose to cancel this project and recommend rejecting all RFP's.

Notwithstanding the above, the COUNTY reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any and all proposals, and to award in its best interest.

GENERAL CONDITIONS

1. Contact

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of **COUNTY** Commissioners or any employee of Duplin **COUNTY** other than the Purchasing Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer **shall** be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

2. Insurance Requirements

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage's and amounts of coverage not less than those set forth below. Provide to the **COUNTY** original Certificates of Insurance satisfactory to the **COUNTY** to evidence such coverage before any work commences. The **COUNTY** shall be named as an additional insured on all policies related to the project; excluding workers' compensation and professional liability. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the **COUNTY**. The **COUNTY** requires 30 days written notice of cancellation and 15 days written notice of non-payment. In the event of any failure by the firm to comply with the provisions; the **COUNTY** may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the **COUNTY** may purchase such insurance at the firm's expense, provided that the **COUNTY** shall have no obligation to do so and if the **COUNTY** shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

ADMITTED IN NORTH CAROLINA	YES
EMPLOYER'S LIABILITY	\$100,000.00
ALL STATES ENDORSEMENT	STATUTORY
VOLUNTARY COMPENSATION	STATUTORY

Commercial General Liability Insurance - \$4,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverage's:

Premises and Operations - Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverage's.

Independent CONTRACTORS - Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; and Cross Liability Endorsement.

Comprehensive Automobile Liability Insurance - \$2,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all own, hired and non-owned vehicles.

3. Performance Bond

An initial performance bond issued in a sum equal to \$1 Million by a surety company considered satisfactory by Duplin COUNTY and otherwise authorized to transact business in the State of North Carolina shall be required from the successful proposal for purposes of insuring the faithful performance of the obligations imposed by the resulting contract. An Event Performance Bond shall be required within seven days after an Event notice to proceed is issued in the following amounts; Tropical Storm to Hurricane Category I and II shall be in the amount of \$10 million, Category III and above shall be in the amount of \$25 million. Event performance bonds must comply with all other requirements unless otherwise stated. If the catastrophic event diminishes after the Event notice to proceed is issued, a stop work order will be issued to cancel the Event performance bond.

4. Security Forfeiture

If within ten days after notification by Duplin COUNTY of the COUNTY'S award of a contract, the Successful Proposer/CONTRACTOR refuses or otherwise neglects to execute the required written contract and fails to furnish the required Performance Bond the amount of the Proposal/Bid Bond shall be forfeited and the same shall be retained by Duplin COUNTY. No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer for the recovery of his proposal security or as a defense to any action based upon the neglect or refusal to execute a written contract.

5. Indemnification

The firm shall, in addition to any other obligation to indemnify the COUNTY and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the COUNTY, their agents, elected officials and employees from and against all claims, actions, liabilities, losses, costs, including attorney's fees, arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting from or claims to have resulted in whole or in part from any actual or alleged act or omission of the consultant, any SUB-CONTRACTOR, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule, regulation or infringement of patent rights by the firm in the performance of the work; or liens, claims or actions made by the firm or any SUB-CONTRACTOR or other party performing the work.

6. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier, SUB-CONTRACTOR, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months

from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

7. Equal Opportunity/Affirmative Action

The **COUNTY** is an equal opportunity/affirmative action employer. The **COUNTY** is committed to equal opportunity employment effort; and expects firms that do business with the **COUNTY** to have a vigorous affirmative action program.

8. Minority Business Enterprise

§ 63A-19 Goals for participation by minorities, women, and the disabled. The **COUNTY** shall verify its efforts to achieve the goals established in this section for participation by minority business enterprises, women's business enterprises, and disabled business enterprises in the total value of contracts awarded by the **COUNTY** in each of the following categories:

- a. Contracts for capital construction or repair services
- b. Contract for goods
- c. Contracts for professional and other services

The goals for the Authority are as follows:

- a. Ten percent (10%) participation by minority business enterprise
- b. Five percent (5%) participation by women's business enterprise
- c. Two percent (2%) participation by disabled business enterprise

The DMTF and Director will use the interested firms' submittal to this section of the RFP to determine the firm's "responsiveness."

9. Affirmation

By submitting his/her proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the **COUNTY**.

10. Development Costs

Neither the **COUNTY** nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposal's ability to meet the requirements of the RFP.

11. Addenda

The **COUNTY** may record its responses to inquiries and any supplemental instructions in the form of written addenda. The **COUNTY** may mail written addenda before the date fixed for receiving the proposals. Proposers shall contact the Purchasing Division to ascertain whether any addenda have been

issued. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding. All inquiries shall be in writing and addressed to Duplin **COUNTY** Administration, P.O. Box 950, Kenansville, NC 28349.

12. Code of Ethics

If any proposer violates or is a party to a violation of the code of ethics of Duplin **COUNTY** or the State of North Carolina, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the **COUNTY**.

13. Drug Free Workplace

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the **COUNTY** for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

14. Applicable Laws and Courts

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of North Carolina and any litigation with respect thereto shall be brought only in the courts of Duplin **COUNTY**, State of North Carolina. The proposer shall comply with all applicable federal, state and local laws and regulations.

15. Contract

All contracts are subject to final approval of the Duplin **COUNTY** Board of **COUNTY** Commissioners. Persons or firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

16. Proposal Acceptance Period

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offer or shortens the acceptance period may be rejected.

17. Addition/Deletion

The **COUNTY** reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the **COUNTY**.

18. Proprietary Information

In accordance with Chapter 119 of the North Carolina Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential

and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law.**

All proposals received from proposers in response to this Request for Proposal will become the property of the **COUNTY** and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the **COUNTY**.

19. Limitations

The **COUNTY** reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the **COUNTY** for costs incurred in preparation of responses to this RFP.

PROJECT-SPECIFIC EVALUATION CRITERIA

Note: Additional information may be required. Please number responses accordingly.

1. Identify the office location responsible for this project.
2. Identify project manager and key personnel. The **COUNTY** reserves the right to reject personnel.
3. Provide evidence of satisfactory completion of similar projects in the past five (5) years at similar facilities to include scope, duration and if the project(s) were completed on time and within budget.
4. Describe any cost savings that would arise as a result of the firm's ability to provide goods and/or services in more than one category.
5. Identify **SUB-CONTRACTORS**, sub-consultant(s) that may be used on the project(s).
6. Provide evidence of ability and experience in providing goods and services in the emergency management and homeland security arena that involve input from a variety of governmental and community interests.
7. Provide evidence of ability and experience in completing projects within predetermined budget and time constraints and under extreme circumstances such as a natural or man-made emergency/disaster.
8. List all projects, including contract numbers, with the **COUNTY** of Duplin during the past five (5) years — completed or active.
9. Provide references for all cited project(s) — completed or active.
10. Provide evidence of substantial experience within the **COUNTY** of Duplin, if any.
11. Provide evidence of knowledge and experience with the State of North Carolina laws and/or **COUNTY** of Duplin ordinances and local agencies responsible for emergency management and homeland security. (NC Dept. of Transportation, NC DEQ)

LEGAL REQUIREMENTS

1. **Type of Firm** — Provide a statement attesting to whether the firm is a supplier/distributor or a manufacturer of the offered solution.
2. **Discrimination Prohibited** — Compliance with the American Disabilities Act is required. No person shall on the grounds of race, color, or religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under the Omnibus Crime Control and Safe Streets Act of 1968, as amended, specifically the nondiscrimination provision that appears at 42 U.S.C. § 3789 c (1). Recipients/sub-grantees of funds under the Act are also subject to the provisions of Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1974, as amended; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102.
3. **Equal Opportunity Program Requirements** — All firms awarded a contract(s) must ensure that their employment practices comply with Equal Opportunity Requirements. **§ 126-16. Equal opportunity for employment and compensation by State departments and agencies and local political subdivisions** - All State departments and agencies and all local political subdivisions of North Carolina shall give equal opportunity for employment and compensation, without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition as defined in G.S. 168A-3 to all persons otherwise qualified, except where specific age, sex or physical requirements constitute bona fide occupational qualifications necessary to proper and efficient administration. This section with respect to equal opportunity as to age shall be limited to individuals who are at least 40 years of age. (1971, c. 823; 1975, c.158; 1977, c. 866, s. 7; 1979, c. 862, s. 3; 1983 (Reg. Sess., 1984), c. 1116, s. 111; 1985, c. 571, s. 2; 1991, c. 65, s. 6.)
4. **Application of legal requirement to sub-CONTRACTORS, sub-consultants** — Whenever a firm awarded a contract(s) chooses to implement a project by further sub-contracting or consulting all or any part of the contract(s), the firm shall include the provisions of these standard legal requirements in a further sub-contract which shall be reduced to writing and submitted to the Director for **prior approval**. Such implementing sub-CONTRACTORS and/or consultants, when utilized by the firm, may be responsible for the day-to-day operations of the project, including hiring, terminations, and budget revisions, however, only when the contracts between the firm and the implementing sub-**CONTRACTORS** and/or consultants so specify. A signed copy of all such contracts must be forwarded to the Director.
5. **Ethical Standards/prohibited political activity/Campaign Contributions** — It is the responsibility of all firms awarded a contract to comply with applicable provisions of the State of North Carolina General Law concerning Code of Ethics.

APPENDIX A — ACRONYMS

COA	Certificate of Authorization
C&D	Construction and Demolition
CFR	Code of Federal Regulations
CWA	Clean Water Act
DEQ	Department of Environmental Quality
DFW	Drug Free Workplace
DMS	Debris Management Site
DMTF	Debris Management Task Force
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order
EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
GIS	Geographical Information Systems
GPS	Global Positioning System
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
IA	Individual Assistance
ICS	Incident Command System
NFPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NRCS	Natural Resources Conservation Site
NRP	National Response Plan
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PW	Project Worksheet
RCRA	Resource Conservation and Recovery Act
RFP	Request for Proposal
ROA	Rights of Way
SWM	Solid Waste Management
TDSR	Temporary Debris Staging and Reduction
USACE	United States Army Corps of Engineers
USDA	United States Department of Agriculture

APPENDIX B — TERMS USED IN THIS DOCUMENT

Chipping or Mulching - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.

Construction and Demolition Debris (C&D) - The definition of construction and demolition debris may vary between States. Construction and demolition debris can be defined as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

Debris - Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.

Debris Clearance - Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) - A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).

Debris Removal - Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

Demolition - The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Garbage - Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers.

Hazardous Waste - Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

Hold Harmless - Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

Household Hazardous Waste (HHW) - Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

Infectious Waste - Waste capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

Legal Responsibility - In the context of debris management, a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property.

Debris Monitoring - Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Public Assistance grant reimbursement.

National Response Plan (NRP) - A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures, and specific assignments and agencies involved in Federal assistance to supplement State, tribal, and local efforts.

Outbuilding - Any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.

Recycling - Activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products.

Right of Entry - As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way - The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped, and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

Tipping Fee - A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

United States Army Corps of Engineers (USACE) - A component of the United States Army responsible for constructing and maintaining military installations and other government owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Goods - White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

APPENDIX C — BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____ (hereinafter called the Principal) and _____ (hereinafter called the Surety), a Corporation chartered and existing under the Laws of the State of _____, and authorized to do business in the State of North Carolina, are held and firmly bound unto the Board of County Commissions, Duplin County, North Carolina, in the full and just sum of _____ dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigned jointly and severally and firmly by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the COUNTY, a Bid Proposal for the purpose Of _____

WHEREAS, the Principal desires to file this Bond in lieu of a certified Bidder’s check otherwise required to accompany this Bid Proposal;

NOW THEREFORE, the conditions of this obligation are such if the Bid Proposal is accepted, the Principal shall, within ten (10) days after the date of receipt of written Notice of Award of Contract execute a Contract in accordance with the Bid Proposal and upon the terms, conditions and price set forth therein, in the form and manner contained in the Contract Documents and executes a sufficient and satisfactory Contract Documents and executes a Public Construction Bond payable to COUNTY, in the amount of 100 percent (100%) of the total Contract Price, in form and with surety satisfactory to said COUNTY, then this obligation to be void, otherwise to be and remaining full force and virtue in law, and the surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid COUNTY, upon demand, the amount of this Bond, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

The amount must be expressed as being at least five percent (5%) of the sum of the total amount of the initial Performance Bond.

IN TESTIMONY THEREOF, the principal and Surety have caused the presents to be duly signed and sealed this _____ day of _____ 20_____

ATTEST: PRINCIPAL: _____

Witness BY : _____ (SEAL)
Authorized Signature (Principal)

Witness Printed Name

Title of Person Signing Above

ATTEST: SURETY: _____
Printed Name

Witness

BY: _____ (SEAL)
Attorney in Fact

Witness

Printed Name

Business Address

NOTES:

1. Write in the dollar amount of the bond, which must be at least five percent (5%), of the total of the Base Bid included in the Proposal.
2. All bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.
3. Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

APPENDIX D — PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto the Board of COUNTY Commissioners, Duplin COUNTY, North Carolina, as Obligee in the sum of _____ Dollars, (\$ _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the COUNTY dated day of a copy of which is hereto attached and made a part hereof for Disaster Debris Management Services.

This Bond is being entered into to satisfy the requirements of North Carolina Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as CONTRACTOR is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

AS security for faithful performance; simultaneously with his delivery of the executed contract, the bidder shall furnish the County an executed bond in the amount of one hundred (100%) of the accepted bid as security for faithful performance of his contract and for payment of all persons performing labor or furnishing materials in connection therewith, prepared on the Bond Company’s document and have a surety thereon, with such company and companies approved by the County.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____ 20_____

ATTEST: PRINCIPAL: _____

BY: _____ (SEAL)
Witness Authorized Signature (Principal)

Witness Printed Name

Title of Person Signing Above

ATTEST: SURETY: _____
Printed Name

BY: _____ (SEAL)
Witness Attorney in Fact

Witness Printed Name

Business Address

APPENDIX E — PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto the Board of COUNTY Commissioners, Duplin COUNTY, North Carolina, as Obligee in the sum of _____ Dollars, (\$) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with the COUNTY dated ____ day of _____ a copy of which is hereto attached and made a part hereof for Disaster Debris Management Services.

This Bond is being entered into to satisfy the requirements of Section 253.05, North Carolina Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as **CONTRACTOR** is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duty all the covenants, terms, conditions, and agreements of said Contract including, but not limited to the guaranty period and the warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays COUNTY all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach of default by Principal under the contract, and
3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the COUNTY for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the COUNTY harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by COUNTY and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Contract granted by COUNTY to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Contract Documents (which includes the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day of _____ 20_____

ATTEST: PRINCIPAL: _____

Witness BY : _____ (SEAL)
Authorized Signature (Principal)

Witness Printed Name

Title of Person Signing Above

ATTEST: SURETY: _____
Printed Name

Witness BY: _____ (SEAL)
Attorney in Fact

Witness Printed Name

Business Address

APPENDIX F — PROPOSAL SECTION

The following are submitted by the bidder for the purpose of:

- A. Evaluating cost reasonableness of proposals
- B. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification(s) issued or annual renewals.

ITEM #		COST IN \$	UNIT
1	C&D Debris Removal from Public Property (right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles		CY
	16-30.9 miles		CY
	31-60 miles		CY
2	Vegetative Debris Removal from Public Property (Right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles		CY
	16-30.9 miles		CY
	31-60 miles		CY
3	C&D Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles		TON
	16-30.9 miles		TON
	31-60 miles		TON
4	Vegetative Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles		TON
	16-30.9 miles		TON
	31-60 miles		TON
5	Disaster deposited silt, mud or sand hauled from designated site to TDSRS or final disposal site		
	0-15.9 miles		CY
	16-30.9 miles		CY
	31-60 miles		CY
6	Re-Haul of C&D of previously documented Debris from TDSRS to final disposal site		
	0-15.9 miles		TON
	16-30.9 miles		TON
	31-60 miles		TON
	61-120 miles		TON
7	Cutting of standing tree determined by Owner to be hazardous (cutting only)		
	6-11.99 inch diameter		P/TREE
	12-23.99 inch diameter		P/TREE
	24-35.99 inch diameter		P/TREE
	36-47.99 inch diameter		P/TREE
	48 inch diameter and greater		P/TREE
8	Cutting or remove or both of Dangerous Hazardous Limbs from tree (must be greater than 2" at point of break to be eligible)		
	1-5 limbs		P/TREE
	6-10 limbs		P/TREE

	11 or more limbs		P/TREE
9	Bucking fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)		P/TREE
10	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only, to include fill dirt, for hauling purposes, stumps will be converted to cubic yard measurement and haul under vegetative rate. SEE NOTE		
	>24-35.99 inch diameter		P/STUMP
	36-48 inch diameter		P/STUMP
	>49 inch diameter		P/STUMP
11	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.		EA
12	Collection, hauling and final disposition of dead animal carcasses		LB
13	Staging collection and hauling to Owner designated solid Waste facility of Refrigerator contents or spoiled food		LB
14	Recovery of refrigerants from Refrigerant Containing Appliances (RCA) under EPA and LDEQ regulations. (NOTE — recovery will be attempted for each unit appearing to be intact. Each attempt may or may not result in recovery due to possible leakage prior to handling. Fee will be charged per attempt, not upon recovery success. Licensed recycler will dispose of recovered refrigerants.		EA
15	Reduction of debris materials, loading of debris, sorting, segregation, and preparation for re-haul and special equipment for handling materials.		CY
16	TDSRS preparation and reclamation as needed and maintenance throughout life of project. Closeout work includes reclamation and restoration by removal of construction.		CY
17	Sand Screening		CY
18	Load and Haul of storm deposited soils (silt, sand or mud)		CY
19	Clearing debris from ditches and drainage canals		
	1 foot to 10 feet average width)		LF
	10.1 feet to 20 feet (average width)		LF
	20.1 feet to 35 feet (average width)		LF
	Greater than 35 feet (average width)		LF
20	Cleaning storm drain conduit		LF
21	Remove debris and clean storm drain catch basin		EA
22	De-watering and debris removal from flooded public buildings (libraries, government offices, courthouses, schools, etc). Item shall be utilized as necessary to abate imminent threats to public health and safety and includes but is not limited to the removal and relocation of debris within the structure to the public right-of-way for later load and haul at the stated fee rate herein.		SQFT
23	Demolition of private structures (if eligibility approved) — Item shall be utilized as necessary to abate imminent threat to public health and safety and includes but is not limited to the demolition removal and relocation of debris within the structure, debris resulting from the demolition, removal of white goods to the public right-of-way for later load and haul at the stated fee rates herein. Also includes utility		SQFT

	disconnects as necessary.		
24	Pump, Load & Haul and Disposal of Sanitary sewerage due to storm damage to sewerage infrastructure		GAL
	Emergency Road Clearing — generally limited to the first 70 hours of post disaster work, is subject to maximum dollar cap. See HO SHEET to propose rates for these services.		
	Private property debris removal (right of entry work) upon private property, if authorized as eligible, by will be done according to as listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.		
	TDSRS and final disposal related items (NOTE — TDSRS site procurement cost to be borne by owner, tipping fees and other cost with final disposal operator to be borne by COUNTY and billed back to COUNTY at cost)		
Graduated Volume Related Fee Reductions***			
For items 2, 3, 4, 5, 6, 7 and 17 for high and extreme high volumes of work.			
Group #1 (High Volume) — Greater than 1.0 million cubic yards up to 10 million cubic yards = 10% Discount			
Group #2 (Extreme High Volume) — Greater than 10 million cubic yards (Group 1 not included) = 25% Discount			
***Reductions shall be applied only to the GROUP described above.			

ITEM #11 — ROOT BALL MUST BE 50% OR MORE EXPOSED FOR ELIGIBILITY PURPOSES, FEMA MUST ULTIMATELY DETERMINE THE ELIGIBILITY OF EACH STUMP... "HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY", FEMA DAP9523.11."

MANPOWER/EQUIPMENT

ITEM #	DESCRIPTION	COST IN \$	UNIT
	<ul style="list-style-type: none"> • CONTRACTOR will provide an hourly or usage rate schedule for manpower and equipment for above listed tasks that will be used to compensate CONTRACTOR based upon a not-to-exceed amount placed upon any specific work performed at an hourly or usage rate of issuance of a Notice-to-Proceed by the COUNTY to the CONTRACTOR as agreed upon by both parties. The pricing for this item shall be submitted as a separate attachment to the proposal pages section. • Equipment rates are all inclusive, to include: fuel, operator(s), maintenance, etc. • The COUNTY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets worked for each piece of equipment and crewmember present at a particular work site. The signed records shall be the basis for the CONTRACTOR’S invoice to the COUNTY. 		HR

EQUIPMENT	HOURLY RATE w/OPERATOR
30 Ton Crane	
50 Ton Crane	
100 Ton Crane (8 hours minimum)	
JD 544 Wheel Loader with Debris Grapple	
JD 644 Wheel Loader with Debris Grapple	
Extendabroom Forklift with Debris Grapple	
753 Bobcat Skid Steer Loader with Debris Grapple	
753 Bobcat Skid Steer Loader with Bucket	
753 Bobcat Bobcat Skid Steer Loader with Street Sweeper	
30-50 H Tractor with Box Blade	
2-2.5 cubic yard Articulated Loader with Bucket	
3-4 cubic yard Articulated Loader with Bucket	
JD 648E Log Skidder, or Equivalent	
16-20 Cubic Yard Dump Truck	
21-30 Cubic Yard Dump Truck	
31-50 Cubic Yard Dump Truck	
51-80 Cubic Yard Dump Truck	
Single Axle Dump Truck, 5-12 Cubic Yard	
CAT D4 Dozer	
CAT D5 Dozer	
CAT D6 Dozer	
CAT D7 Dozer	
CAT D8 Dozer	

PERSONNEL/ EQUIPMENT	HOURLY RATE
CAT 125 — 140 HP Motor Grader	
JD 690 Trackhoe with debris grapple	
JD 690 Trackhoe with bucked debris grapple	
JD 310 Rubber tired Backhoe with bucket and hoe	
210 Prentiss Knuckleboom with debris grapple	
CAT 623 Self-Loader Scraper	
Manual feed Debris Chipper	
Air Curtain Incinerator, self-contained	
300 — 400 HP Tub Grinder	
800 — 1,000 HP Tub Grinder	
40' — 60' Bucket Truck	
>60' Bucket Truck	
Fuel / Service Truck	
Water Truck	
Portable Light Plant	
Lowboy Trailer with Tractor	
Flatbed Truck	
Pick-up Truck (unmanned)	
Self-Loading Dump Truck with debris grapple	
Power Screen	
Stacking Conveyor	
Chainsaw	
Rubber Tire Excavator with debris grapple	
Temporary office trailer	
Mobile Command & Communications Trailer	

APPENDIX G — USACE Debris Storage Site Requirements

DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10-feet.
- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste areas.

1 acre (ac) = 4,840 square yards(sy)
10-foot stack height = 3.33 yards(y)
Total volume per acre = 4,840 sy/ac x 3.33 y = 16,117 cy/ac

- From the example above, the acreage required for debris reduction sites is:

$7,000,000/16,117 \text{ cy/ac} = 434 \text{ acres}$ (required for debris storage only, no buffers, etc.)

- To provide for roads and buffers, the acreage must be increased by a factor of 1.66.

$434 \text{ ac} \times 1.66 = 720 \text{ acres}$ or, since one square mile(sm) = 640 acres $720 \text{ ac}/640 \text{ as/sm} = 1.12 \text{ sm}$.

- If you assume a 100-acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then $720/2 = 360 \text{ ac}$ or four 100-acre sites would be required.
- The numbers of sites varies with:
 - Size
 - Distance from source
 - Speed of reduction (mixed debris is slower than clean woody debris)
 - Removal urgency
- The USACE commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder.

If 7 million cy were estimated, the USACE would estimate removing approximately 4.9 million cy of debris.

APPENDIX H- USACE Categories of Debris

CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories:

- Clean wood debris
- Construction and demolition (C&D) debris

The clean debris will come early in the removal process as residents and local governments clear yards and rights-of-way.

The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type.

The public should be informed regarding debris segregation as much as possible after the storm.

Time periods should be set for removal, the first 7-10 days clean woody debris only, the followed by other debris, with the metals segregated from non-metals.

Most common hurricane-generated debris will consist of the following:

- 30% Clean woody debris
- 70% Mixed C&D

Of the 70% mixed C&D:

- 42% Burnable but requires sorting
- 5% Soil
- 15% Metals
- 38% Landfilled

Based upon the above, 7,000,000 cy of debris would break down as follows:

- 2,100,000 cy Clean Woody Debris
- 4,900,000 cy Mixed C&D

Of the 4,900,000 cy of mixed C&D, 2,058,000 cy is burnable but requires sorting, 245,000 cy is soil, 735,000 cy is metals, and 1,862,000 cy is landfilled.

Burning will produce about 95% volume reduction.

Chipping and grinding reduce the debris volume on a 4-to-1 ratio (4 cy is reduced to 1 cy) or by 75%.

The rate of burning is basically equal to the rate of chipping/grinding, about 200 cy/hr. However, chipping requires on-site storage and disposal of chips/mulch.

ATTACHMENT 2

Federal Contracting Requirements

This *Attachment 2* is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Contractor.

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This *Attachment 2* identifies the federal requirements that may be applicable to this contract. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any subagreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Duplin or pass through entity in accordance with federal policy.

Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

Energy Conservation

The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

Federal Water Pollution Control Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

Clean Air Act

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Act as amended (33 USC § 1251-1387).

The Contractor agrees to report any violation to the County immediately upon discovery. The Contractor understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency (EPA) Regional Office. Contractor must include this requirement in all subcontracts that exceed \$150,000.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff.

No Obligation by Federal Government

The County and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance. It is further agreed that the clause shall not be modified, except to identify the sub-contractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the sub-contractors who will be subject to the provisions.

Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

Termination

Termination Without Cause. The County may immediately terminate this Agreement at any time without cause by giving written notice to the Contractor.

Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

Audit. During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

Remedies

Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

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

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

Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction within the State of North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

Debarment and Suspension

A contract award (see CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance.

This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR § 180.995), or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR§ 180.940) or disqualified (defined at 2 CFR § 180.935).

The Contractor is required to comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the Respondent certifies that:

This certification in this clause is a material representation of fact relied upon by the County. If it is later determined that the Respondent or Bidder knowingly rendered an erroneous certification, in addition to remedies available by the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Respondent or Bidder agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent or Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by executive Order 11375, and with the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Requirements

If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-348).

1. *Minimum Wages.*

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the

benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside assets, in a separate account, for the meeting of obligations under the plan or program.

2. *Withholding.*

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Sponsor may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and Basic Records.*

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Sponsor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the

submission of copies of payrolls by all sub-contractors. Contractors and sub-contractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Sponsor if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Sponsor, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a sub-contractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or sub-contractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Sponsor, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and Trainees.*

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub-Contractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Sponsor may by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Copeland "Anti-Kickback" Act

Contractor. The Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) and the requirements of 29 CFR Part 3 *as may be applicable*, which are incorporated by reference into this contract.

Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week

Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR § 5.12.”

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontractors. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any sub-contractors or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to:

computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

Any subject data developed under that contract, whether or not a copyright has been obtained; and

Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Procurement of Recovered Materials

Contractor and subcontractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1. The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
2. The Contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

Section 6002(c) establishes exceptions to the preferences for recovery EPA-Designed products if the Contractor can demonstrate the item is:

- Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- Fails to meet reasonable contract performance requirements; or

- Is only available at an unreasonable price.

Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without pre-approval by the specific federal agency.

Duplin County, NC

RFP DMS2020-01

Debris Removal & Management Services

Friday, May 22, 2020 @ 5:00pm



CrowderGulf is committed to protecting and preserving our environment.

As part of this effort, our proposal is on recycled paper.

John Ramsay, President
5435 Business Parkway
Theodore, Alabama 36582
800-992-6207 Phone
251-459-7433 Fax
jramsay@crowdergulf.com
www.crowdergulf.com

APPENDIX F — PROPOSAL SECTION

The following are submitted by the bidder for the purpose of:

A. Evaluating cost reasonableness of proposals

B. Establishing price factors to be utilized in adjusting the estimated total price resulting from modification(s) issued or annual renewals.

ITEM #		COST IN \$	UNIT
1	C&D Debris Removal from Public Property (right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles	\$8.00	CY
	16-30.9 miles	\$8.25	CY
	31-60 miles	\$8.75	CY
2	Vegetative Debris Removal from Public Property (Right-of-way) and Hauling to Temporary Debris Storage and reduction site		
	0-15.9 miles	\$8.00	CY
	16-30.9 miles	\$8.25	CY
	31-60 miles	\$8.75	CY
3	C&D Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles	\$82.00	TON
	16-30.9 miles	\$86.00	TON
	31-60 miles	\$90.00	TON
4	Vegetative Direct Haul to Final Disposal site from Public Property (Right-of-way) (non TDSRS option)		
	0-15.9 miles	\$82.00	TON
	16-30.9 miles	\$86.00	TON
	31-60 miles	\$90.00	TON
5	Disaster deposited silt, mud or sand hauled from designated site to TDSRS or final disposal site		
	0-15.9 miles	\$18.00	CY
	16-30.9 miles	\$19.00	CY
	31-60 miles	\$20.00	CY
6	Re-Haul of C&D of previously documented Debris from TDSRS to final disposal site		
	0-15.9 miles	\$19.00	TON
	16-30.9 miles	\$26.00	TON
	31-60 miles	\$32.00	TON
	61-120 miles	\$48.00	TON
7	Cutting of standing tree determined by Owner to be hazardous (cutting only)		
	6-11.99 inch diameter	\$45.00	P/TREE
	12-23.99 inch diameter	\$95.00	P/TREE
	24-35.99 inch diameter	\$165.00	P/TREE
	36-47.99 inch diameter	\$210.00	P/TREE
	48 inch diameter and greater	\$260.00	P/TREE
8	Cutting or remove or both of Dangerous Hazardous Limbs from tree (must be greater than 2" at point of break to be eligible)		
	1-5 limbs	\$88.00	P/TREE
	6-10 limbs	\$88.00	P/TREE

	11 or more limbs	\$88.00	P/TREE
9	Bucking fallen trees on public right of way (if extending from private property, tree is cut from point of entry to ROW)	\$50.00	P/TREE
10	Hazardous Stump Extraction. Each stump to be measured 2 feet from mean ground level. This item is for extraction fee only, to include fill dirt, for hauling purposes, stumps will be converted to cubic yard measurement and haul under vegetative rate. SEE NOTE		
	>24-35.99 inch diameter	\$215.00	P/STUMP
	36-48 inch diameter	\$275.00	P/STUMP
	>49 inch diameter	\$360.00	P/STUMP
11	Collection, hauling and final disposition of eligible White Goods including but not limited to refrigerators, stoves, water heaters, washer, dryer, etc.	\$38.00	EA
12	Collection, hauling and final disposition of dead animal carcasses	\$1.10	LB
13	Staging collection and hauling to Owner designated solid Waste facility of Refrigerator contents or spoiled food	\$7.90	LB
14	Recovery of refrigerants from Refrigerant Containing Appliances (RCA) under EPA and LDEQ regulations. (NOTE — recovery will be attempted for each unit appearing to be intact. Each attempt may or may not result in recovery due to possible leakage prior to handling. Fee will be charged per attempt, not upon recovery success. Licensed recycler will dispose of recovered refrigerants.	\$38.00	EA
15	Reduction of debris materials, loading of debris, sorting, segregation, and preparation for re-haul and special equipment for handling materials. Grinding Vegetative Capacting C&D	\$3.08	CY
16	TDSRS preparation and reclamation as needed and maintenance throughout life of project. Closeout work includes reclamation and restoration by removal of construction.	\$1.10	CY
17	Sand Screening	\$15.25	CY
18	Load and Haul of storm deposited soils (silt, sand or mud)	\$18.00	CY
19	Clearing debris from ditches and drainage canals		
	1 foot to 10 feet average width)	\$16.00	LF
	10.1 feet to 20 feet (average width)	\$22.00	LF
	20.1 feet to 35 feet (average width)	\$28.00	LF
	Greater than 35 feet (average width)	\$34.00	LF
20	Cleaning storm drain conduit	\$14.00	LF
21	Remove debris and clean storm drain catch basin	\$225.00	EA
22	De-watering and debris removal from flooded public buildings (libraries, government offices, courthouses, schools, etc). Item shall be utilized as necessary to abate imminent threats to public health and safety and includes but is not limited to the removal and relocation of debris within the structure to the public right-of-way for later load and haul at the stated fee rate herein.	\$9.95	SQFT
23	Demolition of private structures (if eligibility approved) — Item shall be utilized as necessary to abate imminent threat to public health and safety and includes but is not limited to the demolition removal and relocation of debris within the structure, debris resulting from the demolition, removal of white goods to the public right-of-way for later load and haul at the stated fee rates herein. Also includes utility	\$3.95	SQFT

	disconnects as necessary. NON-RACM	\$3.75	
24	Pump, Load & Haul and Disposal of Sanitary sewerage due to storm damage to sewerage infrastructure		GAL
	Emergency Road Clearing — generally limited to the first 70 hours of post disaster work, is subject to maximum dollar cap. See HO SHEET to propose rates for these services.		
	Private property debris removal (right of entry work) upon private property, if authorized as eligible, by will be done according to as listed herein. Contractor shall engage in PPDR work only with a written right of entry document executed by the private property owner.		
	TDSRS and final disposal related items (NOTE — TDSRS site procurement cost to be borne by owner, tipping fees and other cost with final disposal operator to be borne by COUNTY and billed back to COUNTY at cost)		
Graduated Volume Related Fee Reductions***			
For items 2, 3, 4, 5, 6, 7 and 17 for high and extreme high volumes of work.			
Group #1 (High Volume) — Greater than 1.0 million cubic yards up to 10 million cubic yards = 10% Discount			
Group #2 (Extreme High Volume) — Greater than 10 million cubic yards (Group 1 not included) = 25% Discount			
***Reductions shall be applied only to the GROUP described above.			

ITEM #11 — ROOT BALL MUST BE 50% OR MORE EXPOSED FOR ELIGIBILITY PURPOSES, FEMA MUST ULTIMATELY DETERMINE THE ELIGIBILITY OF EACH STUMP... "HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY", FEMA DAP9523.11."

MANPOWER/EQUIPMENT

ITEM #	DESCRIPTION	COST IN \$	UNIT
	<ul style="list-style-type: none"> • CONTRACTOR will provide an hourly or usage rate schedule for manpower and equipment for above listed tasks that will be used to compensate CONTRACTOR based upon a not-to-exceed amount placed upon any specific work performed at an hourly or usage rate of issuance of a Notice-to-Proceed by the COUNTY to the CONTRACTOR as agreed upon by both parties. The pricing for this item shall be submitted as a separate attachment to the proposal pages section. • Equipment rates are all inclusive, to include: fuel, operator(s), maintenance, etc. • The COUNTY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets worked for each piece of equipment and crewmember present at a particular work site. The signed records shall be the basis for the CONTRACTOR'S invoice to the COUNTY. 		HR

EQUIPMENT	HOURLY RATE w/OPERATOR
30 Ton Crane	\$150.00
50 Ton Crane	\$170.00
100 Ton Crane (8 hours minimum)	\$250.00
JD 544 Wheel Loader with Debris Grapple	\$145.00
JD 644 Wheel Loader with Debris Grapple	\$165.00
Extendabroom Forklift with Debris Grapple	\$115.00
753 Bobcat Skid Steer Loader with Debris Grapple	\$95.00
753 Bobcat Skid Steer Loader with Bucket	\$95.00
753 Bobcat Bobcat Skid Steer Loader with Street Sweeper	\$95.00
30-50 H Tractor with Box Blade	\$55.00
2-2.5 cubic yard Articulated Loader with Bucket	\$145.00
3-4 cubic yard Articulated Loader with Bucket	\$165.00
JD 648E Log Skidder, or Equivalent	\$120.00
16-20 Cubic Yard Dump Truck	\$75.00
21-30 Cubic Yard Dump Truck	\$85.00
31-50 Cubic Yard Dump Truck	\$105.00
51-80 Cubic Yard Dump Truck	\$130.00
Single Axle Dump Truck, 5-12 Cubic Yard	\$50.00
CAT D4 Dozer	\$85.00
CAT D5 Dozer	\$95.00
CAT D6 Dozer	\$115.00
CAT D7 Dozer	\$130.00
CAT D8 Dozer	\$170.00

PERSONNEL/ EQUIPMENT	HOURLY RATE
CAT 125 — 140 HP Motor Grader	\$110.00
JD 690 Trackhoe with debris grapple	\$100.00
JD 690 Trackhoe with bucked debris grapple	\$100.00
JD 310 Rubber tired Backhoe with bucket and hoe	\$100.00
210 Prentiss Knuckleboom with debris grapple	\$130.00
CAT 623 Self-Loader Scraper	\$195.00
Manual feed Debris Chipper	\$20.00
Air Curtain Incinerator, self-contained	\$40.00
300 — 400 HP Tub Grinder	\$400.00
800 — 1,000 HP Tub Grinder	\$500.00
40' — 60' Bucket Truck	\$80.00
>60' Bucket Truck	\$90.00
Fuel / Service Truck	\$95.00
Water Truck	\$75.00
Portable Light Plant	\$25.00
Lowboy Trailer with Tractor	\$130.00
Flatbed Truck	\$50.00
Pick-up Truck (unmanned)	\$20.00
Self-Loading Dump Truck with debris grapple	\$190.00
Power Screen	\$225.00
Stacking Conveyor	\$40.00
Chainsaw	\$10.00
Rubber Tire Excavator with debris grapple	\$100.00
Temporary office trailer	\$80.00
Mobile Command & Communications Trailer	\$95.00

APPENDIX G — USACE Debris Storage Site Requirements

DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10-feet.
- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste areas.

1 acre (ac) = 4,840 square yards(sy)
10-foot stack height = 3.33 yards(y)
Total volume per acre = 4,840 sy/ac x 3.33 y = 16,117 cy/ac

- From the example above, the acreage required for debris reduction sites is:

$7,000,000/16,117 \text{ cy/ac} = 434 \text{ acres}$ (required for debris storage only, no buffers, etc.)

- To provide for roads and buffers, the acreage must be increased by a factor of 1.66.

$434 \text{ ac} \times 1.66 = 720 \text{ acres}$ or, since one square mile(sm) = 640 acres $120 \text{ ac}/640 \text{ as/sm} = 1.12 \text{ sm}$.

- If you assume a 100-acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then $720/2 = 360 \text{ ac}$ or four 100-acre sites would be required.
- The numbers of sites varies with:
 - Size
 - Distance from source
 - Speed of reduction (mixed debris is slower than clean woody debris)
 - Removal urgency
- The USACE commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder.

If 7 million cy were estimated, the USACE would estimate removing approximately 4.9 million cy of debris.

APPENDIX H- USACE Categories of Debris

CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories:

- Clean wood debris
- Construction and demolition (C&D) debris

The clean debris will come early in the removal process as residents and local governments clear yards and rights-of-way.

The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type.

The public should be informed regarding debris segregation as much as possible after the storm.

Time periods should be set for removal, the first 7-10 days clean woody debris only, the followed by other debris, with the metals segregated from non-metals.

Most common hurricane-generated debris will consist of the following:

- 30% Clean woody debris
- 70% Mixed C&D

Of the 70% mixed C&D:

- 42% Burnable but requires sorting
- 5% Soil
- 15% Metals
- 38% Landfilled

Based upon the above, 7,000,000 cy of debris would break down as follows:

- 2,100,000 cy Clean Woody Debris
- 4,900,000 cy Mixed C&D

Of the 4,900,000 cy of mixed C&D, 2,058,000 cy is burnable but requires sorting, 245,000 cy is soil, 735,000 cy is metals, and 1,862,000 cy is landfilled.

Burning will produce about 95% volume reduction.

Chipping and grinding reduce the debris volume on a 4-to-1 ratio (4 cy is reduced to 1 cy) or by 75%.

The rate of burning is basically equal to the rate of chipping/grinding, about 200 cy/hr. However, chipping requires on-site storage and disposal of chips/mulch.

Does not apply - we are not bidding on the Debris Monitoring Bid.

SECTION III

COST PROPOSAL FORM

RFP # DMS2020-01

I have read and understand the requirements of this proposal and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exceptions have been taken.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage award. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost **without mark-up**.

POSITIONS

HOURLY RATES

Project Manager	\$ _____
Operations Managers	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Environmental Specialist	\$ _____
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ _____
Field Coordinators (Crew Monitors)	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	\$ _____
Billing/Invoice Analysts	\$ _____

OTHER REQUIRED POSITIONS

Proposer may include other positions, with hourly rates and attach a job description for each position.

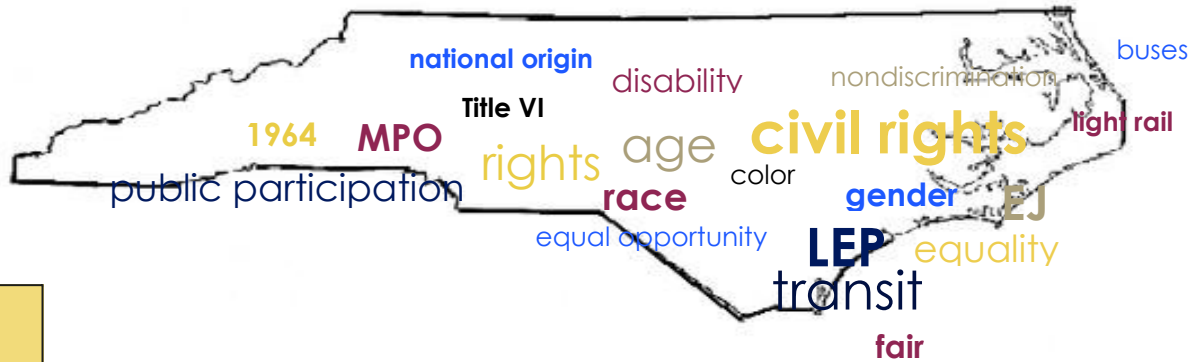
County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner’s agenda. This is not required for items included on the consent agenda.

Name / Department: Public Transportation	Meeting Date: May 16, 2024
Subject: Duplin County Public Transportation Title VI policy	
<p>Summary, explanation and background:</p> <p>Duplin County Public Transportation has updated the required Title VI policy regarding the services provided. Additionally, the Duplin County Transportation Advisory Board has reviewed and is recommending the Board of Commissioners adopt the policy as written.</p>	
Requested Action: Requesting Board acceptance and adoption of Duplin County Public Transportations’ updated Title VI policy; and signature of Board Chair.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) n/a	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) none	
Time needed to explain to Commissioners: CONSENT	
Attachments: Duplin County Public Transportation Title VI Program Plan	
Instructions for what to do with attachments once approved: return to Angel Venecia, DCPT	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Christina Polingo by the agenda deadline. Remember, one original will be retained for the minutes

Duplin County Public Transportation



Date Adopted
May 20, 2024

Title VI Program Plan



TITLE VI PLAN REVIEW AND ADOPTION

On behalf of the Transit Advisory Board for Duplin County Public Transportation (DCPT), I hereby acknowledge receipt of the Title VI Nondiscrimination Plan. We, the Transit Advisory Board (TAB), have ***reviewed and hereby adopt*** this Plan. We are committed to ensuring that all decisions are made in accordance with the nondiscrimination guidelines of this Plan, to the end the no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any DCPT services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as protected by Title VI of the Civil Rights Act of 1964 and the nondiscrimination provisions of the Federal Transit Administration.

Dexter Edwards, BOCC Chairperson

DATE

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TITLE VI NONDISCRIMINATION AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND
DUPLIN COUNTY PUBLIC TRANSPORTATION

In accordance with DOT Order 1050.2A, DCPT assures the North Carolina Department of Transportation (NCDOT) that no person shall, on the ground of **race, color, national origin, sex, creed, age, or disability**, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and related nondiscrimination authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by DCPT.

Further, DCPT hereby agrees to:

1. Designate a Title VI Coordinator that has a responsible position within the organization and easy access to the Director of the organization.
2. Issue a policy statement, signed by the Director of the organization, which expresses a commitment to the nondiscrimination provisions of Title VI and related applicable statutes. The signed policy statement shall be posted and circulated throughout the organization and to the general public and published where appropriate in languages other than English. The policy statement will be re-signed when there is a change of Director.
3. Insert the clauses of the contract language from Section 6.1 in every contract awarded by the organization. Ensure that every contract awarded by the organization's contractors or consultants also includes the contract language.
4. Process all and, when required, investigate complaints of discrimination consistent with the procedures contained within this Plan. Log all complaints for the administrative record.
5. Collect statistical data (race, color, national origin, sex, age, disability) on participants in, and beneficiaries of, programs and activities carried out by the organization.
6. Participate in training offered on Title VI and other nondiscrimination requirements. Conduct or request training for employees or the organization's subrecipients.
7. Take affirmative action, if reviewed or investigated by NCDOT, to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless reasonable provisions are granted by NCDOT.
8. Document all Title VI nondiscrimination-related activities as evidence of compliance. Submit information and reports to NCDOT on a schedule outlined by NCDOT.

THIS AGREEMENT is given in consideration of, and for the purpose of obtaining, any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding.

Authorized Signature

Date

Dexter Edwards
BOCC Chairperson

1.0 INTRODUCTION

Title VI of the 1964 Civil Rights Act, 42 U.S.C. 2000d provides that: “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The broader application of nondiscrimination law is found in other statutes, executive orders, and regulations, which provide additional protections based on age, sex, creed (religion), and disability, including the 1987 Civil Rights Restoration Act, which extended nondiscrimination coverage to all programs and activities of federal-aid recipients, subrecipients, and contractors, including those that are not federally-funded (see Appendix A – Applicable Nondiscrimination Authorities).

DCPT is a recipient of Federal Transit Administration (FTA) funds from the North Carolina Department of Transportation (NCDOT). DCPT establishes this Title VI Nondiscrimination Plan for the purpose of complying with Title VI of the Civil Rights Act of 1964, as required by FTA Circular 4702.1B, and related requirements outlined within the FTA Certifications & Assurances, “Nondiscrimination Assurance.” This document details the nondiscrimination program, policies, and practices administered by DCPT, and will be updated periodically to incorporate changes and additional responsibilities as they are made. This Plan will be submitted to NCDOT or FTA, upon request.

2.0 DESCRIPTION OF PROGRAMS AND SERVICES

2.1 PROGRAM(S) AND SERVICES ADMINISTERED

Duplin County Public Transportation provides public transportation options to its customers within Duplin County, North Carolina. Demand response service requires a 48-hour advance notice to the transit office at (910) 296-2333. Out-of-County service is also provided for medical appointment to the following counties: New Hanover, Pender, Onslow, Sampson, Lenoir, Pitt, Cumberland, Wake, Durham, Orange, and Wayne (See appendix D for schedule and cost)

Type of Service	Days of week	Times	Fare (if applicable)
Medical Appointments	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-\$5 (each way) Elderly/Disabled-\$3 (each way)
Employment	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-\$5 (each way) Elderly/Disabled-\$3 (each way)
Education	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-\$5 (each way) Elderly/Disabled-\$3 (each way)
Senior Centers	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-\$5 (each way) Elderly/Disabled-\$3 (each way)
Congregate Nutrition Sites	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-\$5 (each way) Elderly/Disabled-\$3 (each way)
Shopping	Monday-Friday (excluding holidays)	5:00am – 5:00pm	General Public-\$5 (each way) Elderly/Disabled-\$3 (each way)

2.2 FUNDING SOURCES / TABLES

For federally assisted programs, "federal assistance" shall include:

1. Grants and loans of Federal funds;
2. The grant or donation of Federal property and interest in property;
3. The detail of Federal personnel;
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and

- Any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

Each FTA Formula Grant received by our system during FY 2022, and whether the funds were received through NCDOT or directly from FTA, is checked below.

Grant Title	NCDOT	FTA	Details (i.e., purpose, frequency, and duration of receipt)
5310 (Transportation for Elderly Persons and Persons with Disabilities)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Can be applied for annually, for a term of 1 year. To benefit those 65 years old and older and individuals with disabilities.
5311 (Formula Grants for Other than Urbanized Areas)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Received annually for a term of 1 year. Grant award amounts can vary from year to year. Supports the transit systems administrative and capital budgets.

2.3 DECISION-MAKING PROCESS

The Transportation Advisory Board (TAB) presents and recommends policy to DCPT and the Duplin County Board of Commissioners, regarding the transportation needs of the citizens of Duplin County, particularly with respect to a coordinated and cost-effective approach to the delivery of transportation services to human service agencies and the general public. There are 5 elected Commissioners and their regular meetings are held on the first and third Mondays of each month. The TAB *only* votes on significant transportation service changes, e.g., change in rates or, change in operating hours. The Board of Commissioners vote on all other policies.

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	<input checked="" type="checkbox"/>	<input type="checkbox"/>	15
Duplin County Board of Commissioners	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5
	<input type="checkbox"/>	<input type="checkbox"/>	

2.4 TITLE VI COORDINATOR

The individual below has been designated as the Title VI Coordinator for DCPT, and is empowered with enough authority and responsibility to implement the Title VI Nondiscrimination Program:

Angel Venecia
 Director, DCPT
 PO Box 950 (208 S. Main St)
 Kenansville, NC 28349
 (910) 296-2333
 Angel.venecia@duplincountync.com

Key responsibilities of the Coordinator include:

- Maintaining knowledge of Title VI and related requirement
- Attending civil rights training when offered by NCDOT or any other regulatory agency
- Administering the Title VI Nondiscrimination Program and coordinating implementation of this Plan
- Training internal staff and officials on their Title VI nondiscrimination obligations
- Disseminating Title VI information internally and to the general public, including in languages other than English
- Presenting Title VI-related information to decision-making bodies for input and approval
- Ensuring Title VI-related posters are prominently and publicly displayed

- Developing a process to collect data related to race, national origin, sex, age, and disability to ensure minority, low-income and other underserved groups are included and not discriminated against
- Ensuring that non-elected boards and committees reflect the service area and minorities are represented
- Implementing procedures for prompt processing (receiving, logging, investigating and/or forwarding) of discrimination complaints
- Coordinating with, and providing information to, NCDOT and other regulatory agencies during compliance reviews or complaint investigations
- Promptly resolving areas of deficiency to ensure compliance with Title VI nondiscrimination requirements

2.5 CHANGE OF DCPT TITLE VI COORDINATOR AND/OR “DIRECTOR”

If Title VI Coordinator or DCPT Director changes, this document and all other documents that name the Coordinator, will immediately be updated, and an updated policy statement will be signed by the new DCPT Director.

2.6 ORGANIZATIONAL CHART

DCPT currently employs NUMBER staff which consist of the following job categories:

- | | |
|------------------------------|--------------------------|
| • Director | • Scheduler |
| • Transportation Coordinator | • Full-Time Drivers (5) |
| • Accounting Tech II | • Part-Time Drivers (11) |
| • Secretary/Dispatcher | |

An organizational chart showing the Title VI Coordinator’s place within the organization is in **Appendix B**.

2.7 SUBRECIPIENTS

DCPT does not have pass through funds to any other organizations and, therefore, does not have any subrecipients.

3.0 TITLE VI NONDISCRIMINATION POLICY STATEMENT

It is the policy of DCPT, as a federal-aid recipient, to ensure that no person shall, on the ground of **race, color, national origin, sex, creed (religion), age or disability**, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of our programs and activities, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and all other related nondiscrimination laws and requirements.

Signature

Dexter Edwards, BOCC Chairperson

Date

Title VI and Related Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) provides that, “No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.” The 1987 Civil Rights Restoration Act (P.L. 100-259) clarified and restored the original intent of Title VI by expanding the definition of “programs and activities” to include all programs and activities of federal-aid recipients, subrecipients, and contractors, whether such programs and activities are federally assisted or not.

Related nondiscrimination authorities include, but are not limited to: U.S. DOT regulation, 49 CFR part 21, “Nondiscrimination in Federally-assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act”; 49 U.S.C. 5332, “Nondiscrimination (Public Transportation)”; FTA Circular 4702.1B - Title VI Requirements and Guidelines for Federal Transit Administration Recipients; DOT Order 5610.2a, “Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”; FTA C 4703.1 - Environmental Justice Policy Guidance For Federal Transit Administration Recipients; Policy Guidance Concerning (DOT) Recipient's Responsibilities to Limited English Proficient (LEP) Persons, 74 FR 74087; The Americans with Disabilities Act of 1990, as amended, P.L. 101-336; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 790; Age Discrimination Act of 1975, as amended 42 U.S.C. 6101; Title IX of the Education Amendments of 1972, 20 U.S.C. 1681; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601; Section 508 of the Rehabilitation Act of 1973, 29 U.S.C. 794d

Implementation

- This statement will be signed by the Director of Duplin County Public Transportation and re-signed whenever a new person assumes that position.
- The signed statement will be posted on office bulletin boards, near the receptionist’s desk, in meeting rooms, inside vehicles, and disseminated within brochures and other written materials.
- The *core* of the statement (signature excluded) will circulate *internally* within annual acknowledgement forms.
- The statement will be posted or provided in languages other than English, when appropriate.

4.0 NOTICE OF NONDISCRIMINATION

- Duplin County Public Transportation operates its programs and services without regard to **race, color, national origin, sex, creed (religion), age, and disability** in accordance with Title VI of the Civil Rights Act and related statutes. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice may file a complaint with Duplin County Public Transportation.
- For more information on Duplin County Public Transportation’s civil rights program, and the procedures to file a complaint, contact 910-296-2333, (TTY 800-735-2962); email angel.venecia@duplincountync.com; or visit our administrative office at 208 S. Main St, Kenansville, NC 28349. For more information, visit www.duplincountync.com.
- If information is needed in another language, contact 910-296-2333.
- A complainant may file a complaint directly with the North Carolina Department of Transportation by filing with the Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511, Attention: Title VI Nondiscrimination Program; phone: 919-508-1808 or 800-522-0453, or TDD/TTY: 800-735-2962.
- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

Implementation

- The notice will be posted in its entirety on our website and in any documents and reports we distribute.
- The notice will be posted in our offices and inside our vehicles.
- Ads in newspapers and other publications shall include the following: “Duplin County Public Transportation operates without regard to **race, color, national origin, sex, creed (religion), age or disability**. For more information on Duplin County Public Transportation’s Title VI program or how to file a discrimination complaint, please contact (910) 296-2333; angel.venecia@duplincountync.com.”
- The statement will be posted or provided in languages other than English, when appropriate.
- See **Appendix C** for Spanish versions of this notice.

5.0 PROCEDURES TO ENSURE NONDISCRIMINATORY ADMINISTRATION OF PROGRAMS AND SERVICES

We are committed to nondiscriminatory administration of our programs and services, organization wide. DCPT will remind employees of Title VI nondiscrimination obligations through staff training and use of the **Annual Education and Acknowledgment Form** below. The Title VI Coordinator will periodically assess program operations to ensure this policy is being followed.

Annual Education and Acknowledgement Form

Title VI Nondiscrimination Policy

(Title VI and related nondiscrimination authorities)

No person shall, on the grounds of race, color, national origin, sex, age, creed, or disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of a Federal-aid recipient.

All employees and representatives of Duplin County Public Transportation are expected to consider, respect, and observe this policy in their daily work and duties. If any person approaches you with a civil rights-related question or complaint, please direct him or her to Angel Venecia, Director at (910) 296-2333.

In all dealings with the public, use courtesy titles (e.g., Mr., Mrs., Miss, Dr.) to address or refer to them without regard to their race, color, national origin, sex, age or disability.

Acknowledgement of Receipt of Title VI Program

I hereby acknowledge receipt of Duplin County Public Transportation's Title VI Program and other nondiscrimination guidelines. I have read the Title VI Program and I am committed to ensuring that no person is excluded from participation in or denied the benefits of Duplin County Public Transportation's programs, policies, services and activities on the basis of race, color, national origin, sex, age, creed (religion), or disability, as provided by Title VI of the Civil Rights Act of 1964 and related nondiscrimination statutes.

Signature

Date

Implementation

- Periodically, but not more than once a year, employees and representatives will receive, review and certify commitment to the Title VI Program.
- New employees shall be informed of Title VI provisions and expectations to perform their duties, accordingly, asked to review the Title VI Program, and required to sign the acknowledgement form.
- Periodic review of operational practices and guidelines by the Title VI Coordinator to verify compliance with the Title VI Program. Maintain documents of each review on file.
- Signed acknowledgement forms and records of internal assessments will remain on file for at least three years.

6.0 CONTRACT ADMINISTRATION

Duplin County Public Transportation ensures all contractors will fulfill their contracts in a nondiscriminatory manner. While contractors are not required to prepare a Title VI Program, they must comply with the nondiscrimination requirements of the organization to which they are contracted. DCPT and its contractors will not discriminate in the selection and retention of contractors (at any level) or discriminate in employment practices in connection with any of our projects.

6.1 CONTRACT LANGUAGE

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Transit Administration (FTA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient

or the FTA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FTA, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination

on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

*The Contractor has read and is familiar with the terms above:

Contractor's Initials

Date

Implementation

- The nondiscrimination language above (**with** initials line) will be appended to any *existing* contracts, purchase orders, and agreements that do not include it, and initialed by the responsible official of the other organization.

- The nondiscrimination language above (**without** initials line) will be incorporated as standard language before the signature page of our standard contracts, purchase orders, and agreements.
- The Title VI Coordinator will review *existing* contracts to ensure the language has been added.

6.2 NONDISCRIMINATION NOTICE TO PROSPECTIVE BIDDERS

The Duplin County Public Transportation Department, in accordance with Title VI of the Civil Rights Act of 1964 and related nondiscrimination authorities, and Title 49 Code of Federal Regulations, Parts 21 and 26, hereby notifies all bidders that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, creed, limited English proficiency, low-income, or disability in consideration for an award.

Implementation

- The nondiscrimination language above will be included in all solicitations for bids for work or material and proposals for negotiated agreements to assure interested firms that we provide equal opportunity and do not discriminate.
- Outreach efforts will be made to minority and women-owned firms that work in requested fields and documented.
- Unless specifically required under Disadvantaged Business Enterprise (DBE) or Affirmative Action programs, all contractors will be selected without regard to their race, color, national origin, or sex.

7.0 EXTERNAL DISCRIMINATION COMPLAINT PROCEDURES

These discrimination complaint procedures outline the process used by DCPT to process complaints of alleged discrimination filed under Title VI of the Civil Rights Act of 1964 and related nondiscrimination laws that are applicable to DCPT programs, services, and activities. Complaints will be investigated by the appropriate authority. Upon completion of an investigation, the complainant will be informed of all avenues of appeal. Every effort will be made to obtain early resolution of complaints at the lowest level possible by informal means.

FILING OF COMPLAINTS

1. **Applicability** – These procedures apply to the beneficiaries of our programs, activities, and services, such as the members of the public and any consultants/contractors we hire.
2. **Eligibility** – Any person or class of persons who believes that he/she has been subjected to discrimination or retaliation prohibited by any of the Civil Rights authorities based upon race, color, sex, age, national origin, creed (religion) or disability, may file a written complaint. The law prohibits intimidation or retaliation of any sort. The complaint may be filed by the affected individual or a representative and must be in writing.
3. **Time Limits and Filing Options** – A complaint must be filed no later than 180 calendar days after the following:
 - The date of the alleged act of discrimination; or
 - The date when the person(s) became aware of the alleged discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Complaints may be submitted to the following entities:

- **Duplin County Public Transportation, Angel Venecia, Director, PO Box 950, Kenansville, NC 28349; telephone: (910) 296-2333**
 - **North Carolina Department of Transportation, Office of Civil Rights, External Civil Rights Section, 1511 Mail Service Center, Raleigh, NC 27699-1511; 919-508-1830 or toll free 800-522-0453**
 - **US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070**
Federal Transit Administration, Office of Civil Rights, ATTN: Title VI Program Coordinator, East Bldg. 5th Floor – TCR, 1200 New Jersey Avenue, SE, Washington, DC 20590
 - **US Department of Justice, Special Litigation Section, Civil Rights Division, 950 Pennsylvania Avenue, NW, Washington, DC 20530, 202-514-6255 or toll free 877-218-5228**
4. **Format for Complaints** – Complaints shall be in **writing** and **signed** by the complainant(s) or a representative and include the complainant’s name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone or in person will be reduced to writing, may be recorded and will be provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.
 5. **Discrimination Complaint Form** – The Discrimination Complaint Form is consistent with the FTA Certifications & Assurances, “Nondiscrimination Assurance.”
 6. **Complaint Basis** – Allegations must be based on issues involving race, color, national origin, sex, age, creed (religion) or disability. The term “basis” refers to the complainant’s membership in a protected group category.

Protected Categories	Definition	Examples	Applicable Statutes and Regulations
			FTA
Race	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 49 U.S.C. 5332(b); FTA Circular 4702.1B
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin	Place of birth. Citizenship is not a factor. Discrimination based on language or a person's accent is also covered.	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender	Women and Men	49 U.S.C. 5332(b); Title IX of the Education Amendments of 1972
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975
Disability	Physical or mental impairment, permanent or temporary, or perceived	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Creed	Religion	Muslim, Christian, Hindu, Atheist	49 U.S.C. 5332(b)

Complaint Processing

1. When a complaint is received, an Acknowledgment Letter and a Complainant Consent/Release Form will be mailed to the complainant within ten (10) business days by registered mail.
2. We will consult with the NCDOT Title VI Program to determine the acceptability and jurisdiction of all complaints received. (Note: If NCDOT will investigate, the Title VI Program will be responsible for the remainder of this process. We will record the transfer of responsibility in our complaints log).
3. Additional information will be requested if the complaint is incomplete. The complainant will be provided 15 business days to submit any requested information and the signed Consent Release form. Failure to do so may be considered good cause for a determination of no investigative merit.
4. Upon receipt of the requested information and determination of jurisdiction, we will notify the complainant and respondent of whether the complaint has enough merit to warrant investigation.
5. If the complaint is investigated, the notification shall state the grounds of our jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.
6. If the complaint does not warrant investigation, the notification to the complainant shall specifically state the reason for the decision.

Complaint Log

1. When a complaint is received, the complaint will be entered into the Discrimination Complaints Log with other pertinent information and assigned a **Case Number**. (Note: All complaints must be logged).
2. The complaints log will be submitted to the NCDOT's Civil Rights office during Title VI compliance reviews. (Note: NCDOT may also be request the complaints log during pre-grant approval processes).
3. The **Log Year(s)** since the last submittal will be entered (e.g., 2015-2018, 2017-2018, FFY 2018, or 2018) and the complaints log will be signed before submitting the log to NCDOT.

4. When reporting **no complaints**, check the **No Complaints or Lawsuits** box and sign the log.

Duplin County Public Transportation
DISCRIMINATION COMPLAINT FORM

Any person who believes that he/she has been subjected to discrimination based upon race, color, creed, sex, age, national origin, or disability may file a written complaint with Duplin County Public Transportation, within 180 days after the discrimination occurred.

Last Name:		First Name:		<input type="checkbox"/> Male
				<input type="checkbox"/> Female
Mailing Address:		City	State	ZIP
Home Telephone:	Work Telephone:	E-mail Address		

Identify the Category of Discrimination:

RACE COLOR NATIONAL ORIGIN SEX
 CREED (RELIGION) DISABILITY LIMITED ENGLISH PROFICIENCY AGE

**NOTE: Title VI bases are race, color, national origin. All other bases are found in the "Nondiscrimination Assurance" of the FTA Certifications & Assurances.*

Identify the Race of the Complainant

Black White Hispanic Asian American
 American Indian Alaskan Native Pacific Islander Other _____

Date and place of alleged discriminatory action(s). Please include earliest date of discrimination and most recent date of discrimination.

Names of individuals responsible for the discriminatory action(s):

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (**Attach additional page(s), if necessary**).

The law prohibits intimidation or **retaliation** against anyone because he/she has either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint: (Attached additional page(s), if necessary).

Name

Address

Telephone

1. _____

2. _____

3. _____

4. _____

DISCRIMINATION COMPLAINT FORM

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- NC Department of Transportation _____
- Federal Transit Administration _____
- US Department of Transportation _____
- US Department of Justice _____
- Federal or State Court _____
- Other _____

Have you discussed the complaint with any Duplin County Public Transportation representative? If yes, provide the name, position, and date of discussion.

Please provide any additional information that you believe would assist with an investigation

Briefly explain what remedy, or action, are you seeking for the alleged discrimination.

****WE CANNOT ACCEPT AN UNSIGNED COMPLAINT. PLEASE SIGN AND DATE THE COMPLAINT FORM BELOW.**

_____ COMPLAINANT'S SIGNATURE	_____ DATE
---	----------------------

MAIL COMPLAINT FORM TO:
 Duplin County Public Transportation
 PO Box 950
 Kenansville, NC 28349
Angel.venecia@duplincountync.com
 (910) 296-2333

FOR OFFICE USE ONLY

Date Complaint Received: _____

Processed by: _____

Case #: _____

Referred to: NCDOT FTA Date Referred: _____

INVESTIGATIVE GUIDANCE

- A. Scope of Investigation** – An investigation should be confined to the issues and facts relevant to the allegations in the complaint, unless evidence shows the need to extend the issues.
- B. Developing an Investigative Plan** – It is recommended that the investigator prepares an Investigative Plan (IP) to define the issues and lay out the blueprint to complete the investigation. The IP should follow the outline below:
1. Complainant(s) Name and Address (Attorney name and address if applicable)
 2. Respondent(s) Name and Address (Attorney for the Respondent(s) name and address)
 3. Applicable Law(s)
 4. Basis/(es)
 5. Allegation(s)/Issue(s)
 6. Background
 7. Name of Persons to be interviewed
 - a. Questions for the complainant(s)
 - b. Questions for the respondent(s)
 - c. Questions for witness(es)
 8. Evidence to be obtained during the investigation
 - a. Issue – e.g., Complainant alleges his predominantly African American community was excluded from a meeting concerning a future project which could affect the community.
 - i. Documents needed: e.g., mailing list which shows all physical addresses, P.O. Box numbers, property owner names, and dates when the meeting notification was mailed; other methods used by the RPO to advertise the meeting.
- C. Request for Information** – The investigator should gather data and information pertinent to the issues raised in the complaint.
- D. Interviews** – Interviews should be conducted with the complainant, respondent, and appropriate witnesses during the investigative process. Interviews are conducted to gain a better understanding of the situation outlined in the complaint of discrimination. The main objective during the interview is to obtain information that will either support or refute the allegations.
- E. Developing an Investigative Report** – The investigator should prepare an investigative report setting forth all relevant facts obtained during the investigation. The report should include a finding for each issue. A sample investigative report is provided below.

Investigative Report

- I. COMPLAINANT(S) NAME** (or attorney for the complainant(s) – name and address if applicable
Name, Address, Phone: 999-999-9999)

- II. RESPONDENT(S)** (or attorney for the respondent(s) – name and address if applicable
Name, Address, Phone: 999-999-9999)

- III. APPLICABLE LAW/REGULATION**

- IV. COMPLAINT BASIS/(ES)**

- V. ISSUES/ALLEGATIONS**

- VI. BACKGROUND**

- VII. INVESTIGATIVE PROCEDURE**

- VIII. ISSUES / FINDINGS OF FACT**

- IX. CONCLUSION**

- X. RECOMMENDED ACTIONS**

APPENDIX

8.0 SERVICE AREA POPULATION CHARACTERISTICS

To ensure that Title VI reporting requirements are met, we will collect and maintain population data on potential and actual beneficiaries of our programs and services. This section contains relevant population data for our overall service area. This data provides context for the Title VI Nondiscrimination Program and will be used to ensure nondiscrimination in public outreach and delivery of our programs and services.

8.1 Race and Ethnicity:

Race and Ethnicity Age and Sex	Number	Percent
Total Population	58,965	100
White	30,263	51.3
Black or African American	13,539	22.9
American Indian or Alaska Native	192	<.4
Asian	187	<.4
Native Hawaiian and Other Pacific Islander	39	<.1
Some other Race	55	<.1
Two or More Races	1465	2.4
HISPANIC OR LATINO (of any race)	13,225	22.4
Mexican	8,155	61.7
Puerto Rican	335	2.5
Cuban	176	1.3
Other Hispanic or Latino	4,559	34.5

8.2 Age & Sex:

Age	Number			Percent		
	Both sexes	Male	Female	Both sexes	Male	Female
Total Population	58,965	28,746	30,219	100%	48.8%	51.2%
Under 5 years	3,646	1,876	1,770	100%	51.5%	48.5%
Under 18 years	10,519	5,451	5,068	100%	51.8%	48.2%
18 to 64 years	33,886	16,597	17,289	100%	49%	51%
65 years and over	10,914	4,822	6,092	100%	44.2%	55.8%
Median Age	40.7	39.1	43.1			

Disability Characteristics:

Subject	Total		With a Disability		Percent with a Disability	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Total civilian noninstitutionalized population	58,603	+/-135	11,317	+/1805	19.3%	+/-1.4
Population under 5 years	3,645	+/-3	6	+/-9	0.2%	+/-0.02
Population 5 to 17 years	10,512	+/-85	599	+/-199	5.7%	+/-1.9
Population 18 to 64 years	33,735	+/-261	5,561	+/-735	16.5%	+/-4.3
Population 65 years and over	10,711	+/-223	5,374	+/-597	48%	+/-10.6
SEX						
Male	28,548	+/-149	5,339	+/-516	18.7%	+/-1.8
Female	30,055	+/-132	5,978	+/-564	19.9%	+/-1.9
RACE AND HISPANIC OR LATINO ORIGIN						
White	40,410	+/-773	7,177	+/-618	17.8%	+/-1.6
Black or African American	13,532	+/-506	3,691	+/-426	27.3%	+/-3.4
American Indian and Alaska Native	222	+/-110	35	+/-41	15.8%	+/-17.9
Asian	184	+/-74	17	+/-21	9.2%	+/-9.8
Native American and Other Pacific Islander	48	+/-50	0	+/-31	0.0	+/-47.5
Some other Race	2,271	+/-768	155	+/-129	6.8%	+/-5.6
Two or more races	1,936	+/-618	242	+/-125	12.5%	+/-6.9
Hispanic or Latino	13,211	+/-19	1,048	+/-357	7.9%	+/-2.7

Poverty:

Subject	Total		Below poverty level		Percent below poverty level	
	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-	Estimate	Margin of Error +/-
Population for whom poverty status is determined	58,384	+/-203	10,613	+/-1,126	18.2%	+/-1.9
AGE						
Under 18	13,880	+/-183	4,137	+/-739	29.8%	+/-5.4
18 to 64	33,793	+/-203	5,377	+/-629	15.9%	+/-1.8
65 years and over	10,711	+/-182	1,099	+/-227	10.3%	+/-2.1
SEX						
Male	28,513	+/-173	4,517	+/-624	15.8%	+/-2.2
Female	29,871	+/-190	6,096	+/-732	20.4%	+/-2.5
RACE AND HISPANIC OR LATINO ORIGIN						
White	40,310	+/-789	6,649	+/-878	16.5%	+/-2.2
Black or African American	13,413	+/-487	3,244	+/-686	24.2%	+/-4.9
American Indian and Alaska Native	222	+/-110	0	+/-31	0.0%	+/-16.4
Asian	184	+/-74	6	+/-10	3.3%	+/-5.3
Native American and Other Pacific Islander	48	+/-50	0	+/-31	0.0%	+/-47.5
Some other Race	2,271	+/-768	301	+/-272	13.3%	+/-12.0
Two or more races	1,936	+/-618	413	+/-262	21.3%	+/-12.5
Hispanic or Latino	13,202	+/-23	3,503	+/-936	26.5%	+/-7.1
RACE AND HISPANIC OR LATINO ORIGIN						
All individuals below:						
50 percent of poverty level	4,676	+/-778	(X)	(X)	(X)	(X)
125 percent of poverty level	15,123	+/-1,576	(X)	(X)	(X)	(X)
150 percent of poverty level	19,099	+/-1,547	(X)	(X)	(X)	(X)
185 percent of poverty level	25,847	+/-1,424	(X)	(X)	(X)	(X)
200 percent of poverty level	27,322	+/-1,412	(X)	(X)	(X)	(X)

Household Income:

Subject	Households	
	Estimate	Margin of Error +/-
Total		
Less than \$10,000	6.4%	+/-1.4
\$10,000 to \$14,999	7.9%	+/-1.4
\$15,000 to \$24,999	11.1%	+/-1.7
\$25,000 to \$34,999	14.9%	+/-2.2
\$35,000 to \$49,999	15.4%	+/-2.0
\$50,000 to \$74,999	20.3%	+/-2.0
\$75,000 to \$99,999	9.7%	+/-1.6
\$100,000 to \$149,999	10.6%	+/-1.8
\$150,000 to \$199,999	2.7%	+/-0.8
\$200,000 or more	1.1%	+/-0.5
Median income (dollars)	43,422	+/-1,431
Mean income (dollars)	55,210	+/-2,107

Limited English Proficiency Population:

Duplin County, North Carolina												
	Total		Percent		Percent of specified language speakers							
					Speak English only or speak English "very well"		Percent speak English only or speak English "very well"		Speak English less than "very well"		Percent speak English less than "very well"	
Label	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error
Population 5 years and over	55,319	±2	(X)	(X)	49,044	±672	88.7%	±1.2	6,275	±672	11.3%	±1.2
Speak only English	43,312	±542	78.3%	±1.0	(X)	(X)	(X)	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	12,007	±542	21.7%	±1.0	5,732	±623	47.7%	±4.9	6,275	±672	52.3%	±4.9

SPEAK A LANGUAGE OTHER THAN ENGLISH												
Spanish	11,206	±417	20.3%	±0.8	5,538	±613	49.4%	±5.1	5,668	±609	50.6%	±5.1
5 to 17 years old	3,574	±236	6.5%	±0.4	2,621	±389	73.3%	±10.2	953	±375	26.7%	±10.2
18 to 64 years old	7,329	±392	13.2%	±0.7	2,825	±449	38.5%	±5.3	4,504	±403	61.5%	±5.3
65 years old and over	303	±161	0.5%	±0.3	92	±80	30.4%	±26.7	211	±152	69.6%	±26.7
Other Indo-European languages	641	±373	1.2%	±0.7	111	±70	17.3%	±17.0	530	±376	82.7%	±17.0
5 to 17 years old	53	±55	0.1%	±0.1	17	±30	32.1%	±48.0	36	±48	67.9%	±48.0
18 to 64 years old	552	±357	1.0%	±0.6	64	±53	11.6%	±15.0	488	±365	88.4%	±15.0
65 years old and over	36	±31	0.1%	±0.1	30	±30	83.3%	±32.7	6	±11	16.7%	±32.7
Asian and Pacific Island languages	119	±76	0.2%	±0.1	69	±63	58.0%	±36.1	50	±51	42.0%	±36.1
5 to 17 years old	21	±30	0.0%	±0.1	21	±30	100.0%	±71.8	0	±31	0.0%	±71.8
18 to 64 years old	95	±61	0.2%	±0.1	48	±36	50.5%	±33.8	47	±50	49.5%	±33.8
65 years old and over	3	±8	0.0%	±0.1	0	±31	0.0%	±100.0	3	±8	100.0%	±100.0
Other languages	41	±61	0.1%	±0.1	14	±22	34.1%	±9.3	27	±40	65.9%	±9.3
5 to 17 years old	14	±22	0.0%	±0.1	14	±22	100.0%	±87.9	0	±31	0.0%	±87.9
18 to 64 years old	27	±40	0.0%	±0.1	0	±31	0.0%	±63.3	27	±40	100.0%	±63.3
65 years old and over	0	±31	0.0%	±0.1	0	±31	-	**	0	±31	-	**

CITIZENS 18 YEARS AND OVER												
All citizens 18 years old and over	39,533	±490	(X)	(X)	38,657	±505	97.8%	±0.6	876	±253	2.2%	±0.6
Speak only English	36,244	±475	91.7%	±1.0	(X)	(X)	(X)	(X)	(X)	(X)	(X)	(X)
Speak a language other than English	3,289	±404	8.3%	±1.0	2,413	±417	73.4%	±7.5	876	±253	26.6%	±7.5
Spanish	3,121	±386	7.9%	±0.9	2,334	±410	74.8%	±7.9	787	±251	25.2%	±7.9
Other languages	168	±90	0.4%	±0.2	79	±43	47.0%	±17.1	89	±64	53.0%	±17.1

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8.7 POPULATION LOCATIONS

Federal-aid recipients are required to identify the characteristics and locations of populations they serve, particularly by race/ethnicity, poverty, and limited English proficiency. We will document this narratively or through maps that overlay boundaries and demographic features on specific communities, and provide this information to NCDOT, upon request.

9.0 TITLE VI EQUITY ANALYSES (AND ENVIRONMENTAL JUSTICE ASSESSMENTS)

Title VI Equity Analyses. In accordance with FTA Circular 4702.1B, a Title VI equity analysis will be conducted whenever we construct a facility, such as a vehicle storage facility, maintenance facility, or operation center. The equity analysis will be conducted during the planning stage, with regard to the location of the facility, to determine if the project could result in a disparate impact to minority communities based on race, color or national origin. Accordingly, we will look at various alternatives before selecting a site for the facility. Project-specific demographic data on potentially affected communities and their involvement in decision-making activities will be documented. Title VI Equity Analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

Environmental Justice Analyses. As required by FTA C 4703.1, environmental justice (EJ) analyses will be conducted to determine if our programs, policies, or activities will result in disproportionately high and adverse human health and environmental effects on minority populations and low-income populations. EJ applies to our projects, such as when we construct or modify a facility, and our policies, such as when there will be a change in service, amenities or fares. Thus, we will look at various alternatives and seek input from potentially affected communities before making a final decision. Demographic data will be collected to document their involvement in the decision-making process. EJ analyses will remain on file indefinitely, and copies will be provided to NCDOT, upon request, during compliance reviews or complaint investigations.

10.0 PUBLIC INVOLVEMENT

10.1 INTRODUCTION

Effective public involvement is a key element in addressing Title VI in decision-making. This **Public Participation Plan** describes how DCPT will disseminate vital agency information and engage the public. We will seek out and consider the input and needs of interested parties and groups traditionally underserved by transportation systems who may face challenges accessing our services, such as minority and limited English proficient (LEP) persons. Underlying these efforts is our commitment to determining the most effective outreach methods for a given project or population.

General public involvement practices will include:

- Expanding traditional outreach methods. Think outside the box: Go to hair salons, barbershops, street fairs, etc.
- Providing for early, frequent, and continuous engagement by the public.
- Use of social media and other resources to gain public involvement.
- Coordinating with community- and faith-based organizations such as the Hispanic Liaison, educational institutions, and other entities to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.
- Considering radio, television, or newspaper ads on stations and in publications that serve LEP populations. Outreach to LEP persons could also include audio programming available on podcasts.

10.2 PUBLIC NOTIFICATION

Passengers and other interested persons will be informed of their rights under Title VI and related authorities regarding our program. The primary means of achieving this will be posting and disseminating the policy statement and notice as stipulated in Sections 3.0 and 4.0, respectively. Additional measures may include verbally announcing our obligations and the public's rights at meetings, placing flyers at places frequented by targeted populations, and an equal opportunity tag-on at the end of radio announcements. The method of notification will be determined through an initial screening of the area.

10.3 DISSEMINATION OF INFORMATION

Information on Title VI and other programs will be crafted and disseminated to employees, contractors and subrecipients, stakeholders, and the general public. Public dissemination efforts may vary depending on factors present, but will generally include: posting public statements setting forth our nondiscrimination policy in eye-catching designs and locations; placing brochures in public places, such as government offices, transit facilities, and libraries; having nondiscrimination language within contracts; including nondiscrimination notices in meeting announcements and handouts; and displaying our Notice of Nondiscrimination at all our public meetings.

At a minimum, nondiscrimination information will be disseminated on our website and on posters in conspicuous areas at our office(s). Project-related information and our most current Title VI-related information will be maintained online.

10.4 MEETINGS AND OUTREACH

There is no one-size-fits-all approach to public involvement. A variety of comprehensive and targeted public participation methods will be used to facilitate meaningful public involvement. Methods for engaging

stakeholders and target audiences, including traditionally underserved and excluded populations (i.e., minorities, youth, low-income, the disabled, etc.) will include the following:

Public Relations and Outreach

Public relations and outreach (PRO) strategies aim to conduct well-planned, inclusive, and meaningful public participation events that foster good relations and mutual trust through shared decision-making with the communities we serve.

- We will seek out and facilitate the involvement of those potentially affected.
- Public events will aim to be collaborative, fun, and educational for all, rather than confrontational and prescriptive.
- Media plans will typically involve multiple channels of communication like mailings, radio, TV, and newspaper ads.
- Abstract objectives will be avoided in meeting announcements. Specific “attention-grabbing” reasons to attend will be used, such as “Help us figure out how to relieve congestion on [corridor name]” or “How much should it cost to ride the bus? Let us know on [date].”
- Efforts will be made to show how the input of participants can, or did, influence final decisions.
- We will do our best to form decision-making committees that look like and relate to the populations we serve.
- We will seek out and identify community contacts and partner with local community- and faith-based organizations that can represent, and help us disseminate information to, target constituencies.
- Demographic data will be requested during public meetings, surveys, and from community contacts and committee members.

Public Meetings

“Public meeting” refers to any meeting open to the public, such as hearings, charrettes, open house and board meetings.

- Public meetings will be conducted at times, locations, and facilities that are convenient and accessible.
- Meeting materials will be available in a variety of predetermined formats to serve diverse audiences.
- An assortment of advertising means may be employed to inform the community of public meetings.
- Assistance to persons with disabilities or limited English proficiency will be provided, as required.

Small Group Meetings

A small group meeting is a targeted measure where a meeting is held with a specific group, usually at their request or consent. These are often closed meetings, as they will typically occur on private property at the owner’s request.

- If it is determined that a targeted group has not been afforded adequate opportunities to participate, the group will be contacted to inquire about possible participation methods, including a group meeting with them individually.
- Unless unusual circumstances or safety concerns exist, hold the meeting at a location of the target group’s choosing.
- Share facilitation duties or relinquish them to members of the target group.
- Small group discussion formats may be integrated into larger group public meetings and workshops. When this occurs, the smaller groups will be as diverse as the participants in the room.

Community Surveying

- Opinion surveys will occasionally be used to obtain input from targeted groups or the general public on their transportation needs, the quality or costs of our services, and feedback on our public outreach efforts.
- Surveys may be conducted via telephone, door-to-door canvassing, at community fairs, by placing drop boxes in ideal locations, or with assistance from other local agencies like social services.
- Surveys will be translated into languages other than English, when appropriate.

10.5 LIMITED ENGLISH PROFICIENCY

Limited English Proficient (LEP) persons are individuals for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. These individuals reported to the U.S. Census Bureau that they speak English less than very well.

To comply with USDOT’s LEP Policy Guidance and Executive Order 13166, this section of our Title VI Plan outlines the steps we will take to ensure meaningful access by LEP persons to all benefits, services and information provided under our programs and activities. A four-factor analysis was conducted to determine the LEP language groups present in our planning area and the specific language services that are needed.

Four Factor Analysis

This Four Factor Analysis is an individualized assessment that balances the following four factors:

- (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee;
- (2) The frequency with which LEP individuals come in contact with the program;
- (3) The nature and importance of the program, activity, or service provided by the recipient to people’s lives; and
- (4) The resources available to the recipient and costs.

Factor #1: *The number or proportion of LEP persons eligible to be served or likely to be encountered by the program, activity, or service of the recipient.*

LANGUAGE SPOKEN AT HOME	Estimate	Margin of Error	Percent of Population	Margin of Error
Total (population 5 years and over):	55,319	+/-2	100%	(X)
Speak only English	43,312	+/-542	78.3%	+/-1.0
Spanish:	11,206	+/-417	20.3%	+/-0.8
Speak English "very well"	5,538	+/-613	49.4%	+/-5.1
Speak English less than "very well"	5,668	+/-609	50.6%	+/-5.1

Duplin County is a rural county with over 11,000 people that speak Spanish. There are no other language groups that meet the Safe Harbor Threshold besides Spanish. Of the Spanish speaking population, 50.6% (or 5,668 persons) speak English less than “very well”. Being a rural county, where the main “industry” is agriculture, the population that speaks English less than “very well” is spread throughout all areas of the county. This provides many opportunities for DCPT to serve and/or encounter LEP persons within the service area.

Factor #2: *The frequency with which LEP individuals come in contact with the program.*

Although formal data has not been collected or tracked, DCPT staff has contact via telephone with LEP individuals on a weekly basis but have not received any official requests for an interpreter or translation services of any kind by phone or through any other method in the last three years. If communication between the staff and an LEP individual is hindered by a language barrier, interpreters are available via telephone through the Duplin County Health Department and Duplin County Social Services. There is a very limited number of community events that provide the opportunity for outreach, and as these events are identified, every effort is made to assure DCPT's participation. A few of the community events that DCPT participates in annually include the Duplin County Business Expo, Duplin County Agriculture Fair, and Vidant-Duplin Hospital Med Assist Expo. At these events, literature is distributed in both English and Spanish languages. In the future, DCPT will distribute an annual survey, in both English and Spanish, and the survey will contain the following two questions: 1) How often do you ride with DCPT? and 2) What is the purpose of your trips? DCPT will also distribute the survey via community-based organizations, such as Spanish churches, and add a third question asking, "If you have never used DCPT services, why not?"

Factor #3: *The nature and importance of the program, activity, or service provided by the recipient to people's lives.*

No formal data has been collected; however, with knowledge and feedback from the Duplin County Human Health Dept. and Duplin County Social Services, DCPT provides a critical service to those within the county, providing transportation services within Duplin County and to other counties for medical appointments for those individuals who are sponsored by a human service agency, such as Dept. of Social Services. DCPT provides curb-to-curb service and transports individuals to work, community college, doctor's offices, nutrition sites, shopping centers, etc. Mobility and continued independence for all Duplin County residents is the driving force behind the services provided by DCPT, and all of DCPT transit vehicles are ADA accessible. DCPT will start distributing an annual survey, in both English and Spanish, and the survey mentioned about will also contain the following questions: 1) What is the purpose of your trips? 2) Are DCPT services important to you? and 3) If so, what services?

Factor #4: *The resources available to the recipient and costs.*

DCPT does not have a separate budget for LEP outreach yet looks at ways to implement low cost methods of reaching LEP persons. DCPT has access to interpreters through other county agencies (Health Dept. and Social Services, both of which have multiple Spanish speaking persons on staff. This ensures that DCPT can provide assistance to LEP Spanish-speaking persons, if needed). The Director of DCPT serves on the Duplin County Community Coalition Board a board that is comprised of representatives from county human service agencies, domestic violence shelter, food bank, Christian outreach services, Vidant Duplin Hospital, community college, and sheriff's department. Many of the stakeholders that sit on this Board have direct contact with the LEP population.

LANGUAGE ASSISTANCE PLAN

As a result of the above four factor analysis, a Language Assistance Plan (Plan) was required. This Plan represents our commitment to ensuring nondiscrimination and meaningful access by persons who are Limited English Proficient (LEP). This Plan also details the mechanisms we will use to reach LEP persons and the language assistance services we provide. We will provide services to any person, upon request. If an individual is LEP, we will work with the individual to ensure they receive the needed transportation service. Our employees will be routinely oriented on the principles and practices of Title VI and LEP to ensure fairness in the administration of this Plan.

Language Assistance Measures

The following general language assistance measures are reasonable and achievable for our organization at this time:

- Translating public notices posted in the local paper and at stations, stops, and in vehicles into **any languages that meet the safe harbor threshold in Factor 1**.
- Vital documents—such as brochures with service times and routes—are translated into Spanish across the entire service area, and available in our facilities, doctor’s offices, and shopping centers.
- Making a concerted effort to inform LEP persons of available language assistance via staff, broadcast media, relationship-building with organizations, and our website.
- Posting vital bulletin board information and disseminating community surveys in various languages.
- Providing translation and interpretive services when appropriate (upon request or predetermined) at meetings.
- Determining how best to take public involvement to LEP groups directly, including through small group meetings.
- Where possible, utilizing or hiring staff who speak a language other than English and can provide competent language assistance.
 - Note: We will not ask community-based organizations (CBO) to provide, or serve as, interpreters at our meetings. Relying upon CBOs in that capacity could raise ethical concerns. If a CBO decides (on its own) to translate any materials for its constituents, or bring interpreters it trusts to our meetings, we will not object. That is their right.
- Using language identification flashcards to determine appropriate services.
- Establishing a process to obtain feedback on our language assistance measures.

Specific Measures by Language Group –

Spanish: When written interpretation/translation is needed, DCPT staff will contact an interpreter at either Duplin County Health Dept. or Duplin County Dept. of Social Services for assistance. All DCPT legal notices, public notices, and agency brochures are printed in both English and Spanish. DCPT brochures are distributed throughout the county to local agencies such as James Sprunt Community College, Duplin County Human Health Dept, Duplin County Social Services, and two area Hispanic churches (The two churches will also receive the DCPT survey in Spanish). Currently, DCPT receives referrals for LEP persons from the Duplin County Human Health Dept. and Duplin County Social Services for transit assistance

Written Translation and Oral Interpretation

Vital documents will be translated for each eligible LEP language group in our service area that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be encountered. Translated materials will be placed online and in appropriate public (or private) places accessible to LEP persons. The safe harbor provisions apply to the translation of written documents only, and do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. When appropriate, translation of any document will be communicated orally in the appropriate language.

In the event that the 5% trigger is reached for a LEP language group that is fewer than 50 persons, written notice will be provided in the primary language of that group of the right to receive competent oral interpretation of vital written materials, free of cost. The most effective method of notice, which could be an ad in the local newspaper or other publication, a radio commercial, or door hangers, will be determined in consideration of the circumstances on the ground and in coordination with LEP community contacts.

Staff Support for Language Assistance

- Agency staff will be provided a list of referral resources that can assist LEP persons with written translation and oral interpretation, including the Title VI Officer. This list will be updated as needed to remain current.
- All main offices and vehicles will have on hand a supply of language assistance flashcards and materials translated into the languages of the largest LEP language groups. When encountered by an LEP person, staff (including drivers) should present the individual with an iSpeak flashcard and let them choose the language. Do not assume you know their preferred language. Drivers are permitted to seek volunteer assistance from other passengers before contacting a referral resource. Document the encounter and report it to the Title VI Coordinator.
- **Training:** All employees will be instructed on our procedures for providing timely and reasonable assistance to LEP persons. New employee orientation will also explain these procedures to new hires. Staff routinely encountering LEP persons by telephone or in person will receive annual refresher training. All other employees will be reminded of LEP through annual Title VI program acknowledgements (Section 5.0) and basic Title VI trainings (Section 11.0).

Project-Specific LEP Outreach

A project-specific four factor analysis will be conducted for any project or outreach event limited to a specific geographical area (i.e., the project study area or outreach area, respectively). Language assistance will be provided in accordance with the measures already outlined, including translating written materials for each LEP language group that is 5% or 1,000, whichever is less, of the project or outreach area population.

Monitoring and Updating the LAP

Monitoring of daily interactions with LEP persons will be continuous, thus language assistance techniques may be refined at any time. This Plan will be periodically reviewed—at least annually—to determine if our assistance measures and staff training are working. Resource availability and feedback from agency staff and the general public will be factors in the evaluation and any proposed updates. Among other practices, this process will include working with LEP community contacts to determine if our employees are responding appropriately to requests made with limited English or in languages other than English, and observing how agency staff responds to requests, including observing drivers or surveying riders. To the best of our ability, we will attempt to never eliminate a successful existing LEP service. Significant LEP program revisions will be approved or adopted by our board or designated official and dated accordingly. LEP data and procedures will be reviewed and updated at least once every three years.

10.6 DEMOGRAPHIC REQUEST

The following form was used to collect required data on Key Community Contacts and nonelected committee members.

Duplin County Public Transportation is required by Title VI of the Civil Rights Act of 1964 and related authorities to record demographic information on members of its boards and committees. Please provide the following information:

<p>Race/Ethnicity:</p> <p><input type="checkbox"/> White</p> <p><input type="checkbox"/> Black/African American</p> <p><input type="checkbox"/> Asian</p> <p><input type="checkbox"/> American Indian/Alaskan Native</p> <p><input type="checkbox"/> Native Hawaiian/Pacific Islander</p> <p><input type="checkbox"/> Hispanic/Latino</p>	<p>National Origin: (if born outside the U.S.)</p> <p><input type="checkbox"/> Mexican</p> <p><input type="checkbox"/> Central American: _____</p> <p><input type="checkbox"/> South American: _____</p> <p><input type="checkbox"/> Puerto Rican</p> <p><input type="checkbox"/> Chinese</p>
--	--

<input type="checkbox"/> Other (please specify): _____	<input type="checkbox"/> Vietnamese <input type="checkbox"/> Korean <input type="checkbox"/> Other (please specify): _____
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	Age: <input type="checkbox"/> Less than 18 <input type="checkbox"/> 45-64 <input type="checkbox"/> 18-29 <input type="checkbox"/> 65 and older <input type="checkbox"/> 30-44
Disability: <input type="checkbox"/> Yes <input type="checkbox"/> No	
I choose not to provide any of the information requested above: <input type="checkbox"/>	

Completed forms will remain on file as part of the public record. For more information regarding Title VI or this request, please contact the Duplin County Public Transportation at (910) 296-2333 or by email at angel.venecia@duplincountync.com.

Please sign below acknowledging that you have completed this form

Thank you for your participation!

Name (print): _____

Signature: _____

Implementation

- Forms will be completed prior to NCDOT Title VI reviews and remain on file for three years.
- All new and existing members of appointed decision-making boards or committees will be **required** to complete this form for reporting purposes.
- If a member, for whatever reason, selects “*I choose not to provide any of the information requested above,*” this will be accepted as a **completed** form.
- If a member chooses not to provide any of the information on the form, the Title VI Coordinator will be permitted to indicate that member’s race and gender, based on the Coordinator’s best guess.
- Data from these forms will be used to complete the Demographic Request Table.
- Once a new member submits this form, the Demographic Request Table for the associated committee will be updated.

10.7 KEY COMMUNITY CONTACTS

Contact Name	Community Name	Interest or Affiliation	Also a Committee Member? (Y/N)
Melisa Brown	Services for the Aged	Senior Population	Yes
Wendy Henderson	Duplin County Dept of Social Services	All residents of Duplin County	Yes
Shakeena White	James Sprunt Community College	Education	Yes
Tracey Simmons-Kornegay	Duplin County Health Dept	Community health	Yes

Contact information for key community contacts is not public information and is maintained outside of this document. Any staff member who wishes to contact any individual listed above must request that information from the Title VI Coordinator.

10.8 SUMMARY OF OUTREACH EFFORTS MADE SINCE THE LAST TITLE VI PROGRAM SUBMISSION

The following format is used to document URTS outreach efforts in reports to NCDOT. All meetings and disseminations of information capture information for the table below:

Meeting Date	Meeting Time	Meeting Purpose	Target Audience	Information Disseminated
May 2023, December 2023, May 2024	9:00am – 2:00pm	Public Information	Senior Population	Q&A, brochure and promotional items distributed, literature on display
2 nd Thursday of the following months: Aug, Oct, Dec, Feb, April, June	9:00-10:00	Transit Advisory Board	General public and any persons interested in the services available through DCPT	Information varies based on current events relevant to DCPT and Board and public comments/input/recommendations
November 2022	11:00-1:00pm	Food Distribution Event	General public	Literature/promotional items distributed
June 2023	8:00-1:00pm	Golf Tournament	General Public	Literature/promotional items distributed
July 2023	8:00-2:00pm	Veterans Stand Down	Elderly, disabled, minority general public	Literature/promotional items distributed
July 2023-April 2024 (1 st Wednesday of each month)	11:00-1:00pm	Health Coalition mtg	General public	Information sharing
August 2023	9:00-1:00pm	Community Day	General public, minority, low income	Literature/promotional items distributed
October 2023	10:00-1:00pm	Latino Festival	Non-English speaking, minority, elderly, disabled, general public	Literature/promotional items distributed

11.0 STAFF TRAINING

All employees will receive basic Title VI training at least once every three years. New hires will receive this training within 15 days of their start date. Basic training will cover all sections of this Plan and our overall Title VI obligations. Staff may receive specialized training on how Title VI applies to their specific work areas. Those who routinely encounter the public, such as office personnel, call center staff, and vehicle drivers, will receive annual refresher training. Trainings will be provided or organized by the Title VI Coordinator and will often coincide with updates to our nondiscrimination policies and procedures. Records of staff trainings, such as

agendas, sign-in sheets, copies of calendars, and certificates, will remain on file for at least three years (and in personnel files).

12.0 NON-ELECTED BOARDS AND COMMITTEES – BY RACE AND GENDER

The table below depicts race and gender compositions for each of our nonelected (appointed) decision-making bodies. Member names and full demographics for each committee are available, upon request.

Body	Male %	Female %	Caucasian %	African American %	Asian American %	Native American %	Other %	Hispanic %
Service Area Population	48.8%	51.2%	51.3%	22.9%	<.4%	<.4%	2.6%	22.4%
Transit Advisory Board	13%	87%	80%	20%	0%	0%	0%	0%

Strategies for Representative Committees

Diversification goals will be provided to our nonelected boards and committees to help ensure that their membership mirrors our service area demographics, as adequately as possible. We will provide periodic updates on our outreach efforts at meetings. When there is an opening on a board or committee, we will ensure the following:

- Current members will be made aware of diversity goals and polled for nominees.
- Officials from local minority groups will be made aware of the diversity goals and polled for nominees.
- Key Contacts from LEP groups will be contacted and polled for nominees.
- A recruitment notice for a Board Member opening will be posted on our website.
- An advertisement of recruitment notice for a Board Member will be placed with the local newspaper and other publications popular with minorities and other protected groups.

13.0 RECORD-KEEPING AND REPORTS

As a subrecipient of FTA funds through NCDOT, we are required to submit a Title VI Program update to NCDOT every three years, on a schedule determined by NCDOT. Records will be kept to document compliance with the requirements of the Title VI Program. Unless otherwise specified, Title VI-related records shall be retained indefinitely. These records will be made available for inspection by authorized officials of the NCDOT and/or FTA. Reports on Title VI-related activities and progress to address findings identified during Title VI compliance reviews may also be provided, upon request. It will occasionally be necessary to update this Title VI Plan or any of its components (e.g., complaints, Public Involvement, and LEP). Updates will be submitted to NCDOT for review and approval and adopted by our Board when required.

In addition to items documented throughout this Plan, records and reports due at the time of compliance reviews or investigations may include:

Compliance Reviews

- Title VI Program Plan
- List of civil rights trainings provided or received
- Summaries from any *internal* reviews conducted
- Ads and notices for specific meetings
- Findings from reviews by any other *external* agencies
- Title VI equity analyses and EJ assessments
- Discrimination Complaints Log

Complaint Investigations

- Investigative Reports
- Discrimination complaint, as filed
- List of interviewees (names and affiliations)
- Supporting Documentation (e.g., requested items, photos taken, dates and methods of contact, etc.)

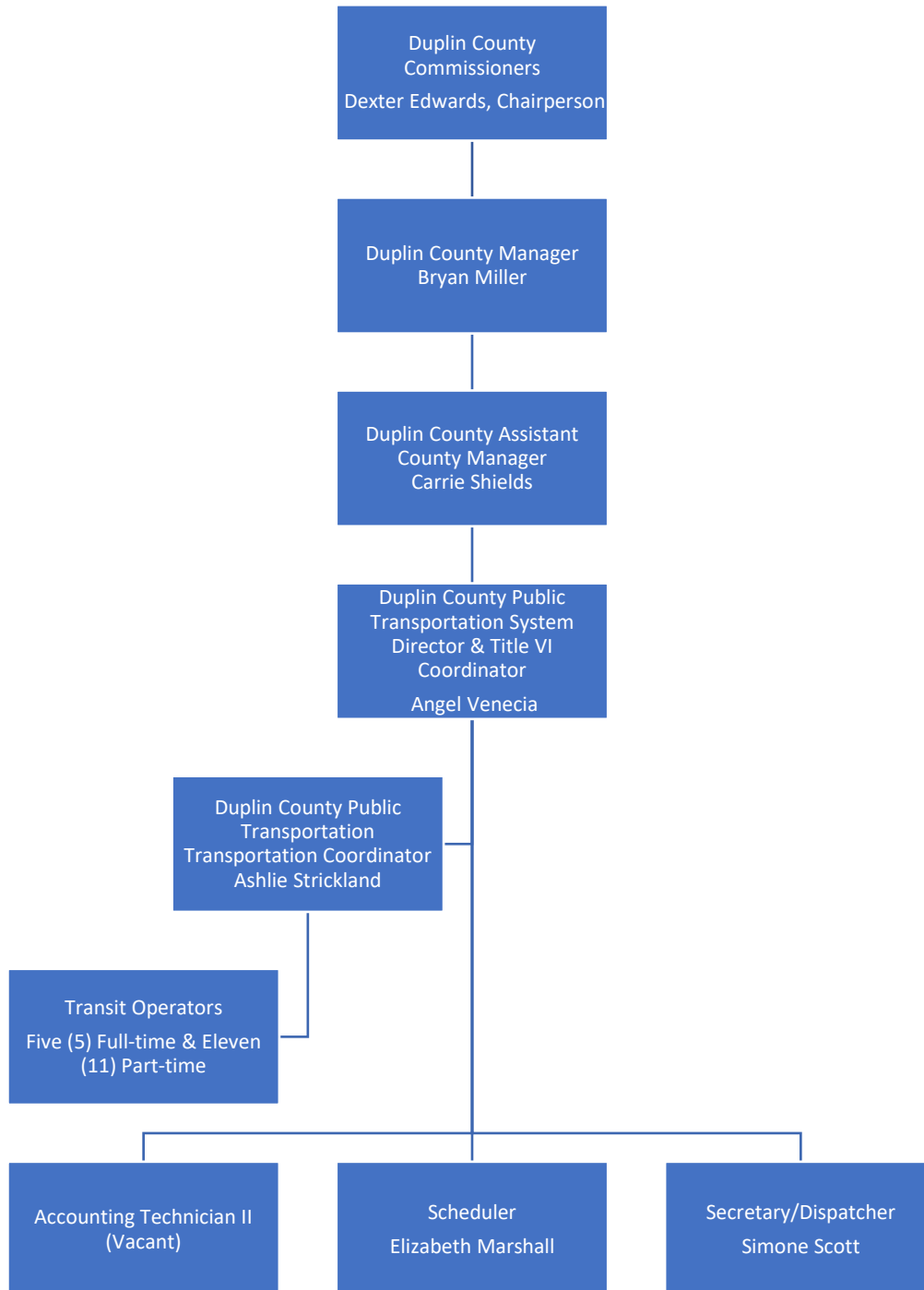
Appendix A Applicable Nondiscrimination Authorities

During the implementation of this Title VI Program, the organization, for itself, its assignees and successors in interest, is reminded that it has agreed to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*, Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, creed (religion), sex, or national origin);
- 49 CFR Part 26, regulation to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed (religion), color, national origin, or sex);
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).

Appendix B

Duplin County Public Transportation Organizational Chart Fiscal Year: 2024



Appendix C
NCDOT's Compliance Review Checklist for Transit

I. Program Administration (General Requirements)	
<i>Requirement: FTA C 4702.1B – Title VI Requirements and Guidelines for FTA Recipients, Chapter III – General Requirements and Guidelines.</i>	
Note: Every NCDOT subrecipient receiving any of the FTA Formula Grants listed above must complete this section.	
Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)	Completed
1. A copy of the recipient's <i>signed</i> NCDOT's Title VI Nondiscrimination Agreement	<input type="checkbox"/>
2. Title VI Policy Statement (<i>signed</i>)	<input type="checkbox"/>
3. Title VI Notice to the Public, including a list of locations where the notice is posted	<input type="checkbox"/>
4. Type the name and title of your Title VI Coordinator and attach a list of their Title VI duties Name/Title:	<input type="checkbox"/>
5. Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)	<input type="checkbox"/>
6. Title VI Complaint Form	<input type="checkbox"/>
7. List of transit-related Title VI investigations, complaints, and lawsuits (i.e., discrimination complaints log)	<input type="checkbox"/>
8. Public Participation Plan, including information about outreach methods to engage traditionally underserved constituencies (e.g., minorities, limited English proficient populations (LEP), low-income, disabled), as well as a summary of outreach efforts made since the last Title VI Program submission	<input type="checkbox"/>
9. Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance, which requires conducting four-factor analyses	<input type="checkbox"/>
10. A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees	<input type="checkbox"/>
11. A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program	<input type="checkbox"/>
12. A description of the procedures the agency uses to ensure nondiscriminatory administration of programs and services	<input type="checkbox"/>
13. If you pass through FTA funds to other organizations , include a description of how you monitor your subrecipients for compliance with Title VI, and a schedule for your subrecipients' Title VI Program submissions. ➤ No Subrecipients <input type="checkbox"/>	<input type="checkbox"/>
14. A Title VI equity analysis if you have constructed or conducted planning for a facility , such as a vehicle storage facility, maintenance facility, operation center, etc. ➤ No Facilities Planned or Constructed <input type="checkbox"/>	<input type="checkbox"/>
15. Copies of environmental justice assessments conducted for any construction projects during the past three years and, if needed based on the results, a description of the program or other measures used or planned to mitigate any identified adverse impact on the minority or low-income communities ➤ No Construction Projects <input type="checkbox"/>	<input type="checkbox"/>

16. If the recipient has undergone a Title VI Compliance Review in the last 3 years, please indicate the year of the last review and who conducted it. Year/Agency:	<input type="checkbox"/>
<p style="text-align: center;">II. Transit Providers</p> <p>Requirement: FTA C 4702.1B, Chapter IV – Requirements and Guidelines for Fixed Route Transit Providers.</p> <p>Note: All NCDOT subrecipients that provide <u>fixed route</u> public transportation services (e.g., local, express or commuter bus; bus rapid transit; commuter rail; passenger ferry) must complete this section.</p> <p>➤ Not Applicable <input type="checkbox"/> (Check this box if you do not provide <u>fixed route</u> services, and skip questions 17 and 18. This section does not apply to you if you <i>only</i> provide demand response services.)</p>	
<p>Requested Items (Please attach electronic documents (.pdf, .doc, etc.) or provide links to online versions)</p>	Completed
17. Service standards (quantitative measures) developed for <i>each specific fixed route mode</i> that the recipient provides (standards may vary by mode) must be submitted for each of the following indicators:	
<ul style="list-style-type: none"> • Vehicle load for each mode (<i>Can be expressed as the ratio of passengers to the total number of seats on a vehicle. For example, on a 40-seat bus, a vehicle load of 1.3 means all seats are filled and there are approximately 12 standees.</i>) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Vehicle headway for each mode (<i>Measured in minutes (e.g., every 15 minutes), headway refers to the amount of time between two vehicles traveling in the same direction on a given line or combination of lines. A shorter headway corresponds to more frequent service. Service frequency is measured in vehicles per hour (e.g., 4 buses per hour).</i>) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • On time performance for each mode (<i>Expressed as a percentage, this is a measure of runs completed as scheduled. The recipient must define what is considered to be “on time.” Performance can be measured against route origins and destinations only, or against origins and destinations as well as specified time points along a route.</i>) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Service availability for each mode (<i>Refers to a general measure of the distribution of routes within a transit provider’s service area, such as setting the maximum distance between bus stops or train stations, or requiring that a percentage of all residents in the service area be within a one-quarter mile walk of bus service.)</i> 	<input type="checkbox"/>
18. Service policies (system-wide policies) adopted to ensure that service design and operations practices do not result in discrimination on the basis of race, color or national origin, must be submitted for each of the following:	
<ul style="list-style-type: none"> • Transit amenities for each mode (<i>e.g., benches, shelters/canopies, printed materials, escalators/elevators, and waste receptacles. NOTE: Attach this information <u>only</u> if you have decision-making authority over siting transit amenities or you set policies to determine the siting of amenities.</i>) 	<input type="checkbox"/>
<ul style="list-style-type: none"> • Vehicle assignment for each mode (<i>Refers to the process by which transit vehicles are placed into service throughout a system. Policies for vehicle assignment may be based on the type or age of the vehicle, where age would be a proxy for condition, or on the type of service offered.</i>) 	<input type="checkbox"/>

APPENDIX D

OUT-OF-COUNTY MEDICAL SCHEDULE

RALEIGH/DURHAM/CHAPEL HILL:	1 ST & 3 RD TUES, 4 TH WED
GREENVILLE/KINSTON:	2 ND MON, 4 TH TUES
CLINTON/FAYETTEVILLE:	1 ST & 3 RD MON
MT OLIVE/GOLDSBORO:	2 ND TUESDAY, 4 TH THURS
WILMINGTON/BURGAW:	1 ST WED, 2 ND & 3 RD THURS
JACKSONVILLE	2 ND WED & 4 TH MON

NO FARES FOR ANY RIDERS

******ONE ATTENDANT PER RIDERS, IF SPACE ALLOWS******

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner's agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Angie Quinn, Duplin Soil and Water Conservation	Meeting Date: May 20, 2024
Subject: Limestone and Muddy Creek Watershed Maintenance Contract	
Summary, explanation and background: Douglas Sholar of D & D Construction, LLC, placed a bid on the Annual Limestone and Muddy Maintenance Contract in the amount of \$108,700.00.	
Requested Action: Award Douglas Sholar of D & D Construction, LLC the Annual Maintenance Contract for Limestone and Muddy Creek in the amount of \$108,700.00.	
Budget impact for this fiscal year: Funds Available from NC Division of Soil and Water	
Budget impact for subsequent years: n/a	
Time needed to explain to Commissioners: 1-2 minutes	
Attachments: Contract with maps	
Instructions for what to do with attachments once approved: Place copy in Soil and Water box	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

CONTRACT RENEWAL

This Renewal of Contract (hereinafter "Renewal") is made and entered into this 1st day of May, 2024, by and between D & D Construction (hereinafter "Contractor") and Duplin County (hereinafter "County").

WITNESSETH:

WHEREAS, Contractor previously entered into a maintenance and repairs contract (hereinafter "Contract") with County June 20, 2022, which is incorporated herein by reference;

WHEREAS, Section 2.3 of said Contract provides as follows:

The parties may mutually agree to renew this Contract for two (2) additional periods (July 1, 2023 through September 30, 2023 and July 1, 2024 through September 30, 2024). Any such agreement to renew this Contract must be in writing;

WHEREAS, pursuant to the aforementioned renewal option, the parties timely agreed to renew the Contract for the period of July 1, 2024 through September 30, 2024.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Contract referenced above and herein incorporated is hereby extended for an additional period of July 1, 2024 through September 30, 2024.

2. Section 3 of the Contract is hereby amended to reflect that Contractor shall receive from the County a sum not to exceed \$108,700.00 as full compensation for the provision of services provided under the Contract, subject to additions and deductions as provided in the Contract Documents.

3. By execution hereof, the person signing for Contractor below certifies that he/she has read this agreement and that he/she is duly authorized to execute this contract on behalf of Contractor.


4. Contractor certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County, and covenants and agrees to remain current on any taxes, fees, or other debt owed by to Duplin County during the term of the Contract and this Renewal thereto.

5. This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this agreement. In the event there is a conflict between the Original Agreement and this agreement, this agreement shall control.

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


D & D CONSTRUCTION

By: 
Printed Name Douglas Stolar
Title: owner

DUPLIN COUNTY

By: _____
Printed Name: _____
Title: _____

Reviewed by Department Head


Date Reviewed: 5-14-2024

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

Duplin County Finance Officer

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner’s agenda. This is not required for items included on the consent agenda.

Representative Name and Department: Angie Quinn, Duplin Soil and Water Conservation	Meeting Date: May 20, 2024
Subject: Limestone and Muddy Creek Watershed Mowing Contract	
Summary, explanation and background Hank Bond of Han-Dy-Land Farms, placed a bid on the Limestone and Muddy Mowing Contract in the amount of \$53,800.00.	
Requested Action: Award Hank Bond of Han-Dy-Land Farms, the Mowing Contract for Limestone and Muddy Creek in the amount of \$53,800.00.	
Budget impact for this fiscal year: Funds Available from Watershed Account 4960-43502	
Budget impact for subsequent years: n/a	
Time needed to explain to Commissioners: 1-2 minutes	
Attachments: Contract with maps	
Instructions for what to do with attachments once approved: Place copy in Soil and Water box	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Trisha-Ann Hoskins by the agenda deadline. Remember, one original will be retained for the minutes.

STATE OF NORTH CAROLINA
COUNTY OF DUPLIN

CONTRACT RENEWAL

This Renewal of Contract (hereinafter "Renewal") is made and entered into this **1st** day of May, 2023, by and between Hank Bond d/b/a Han-Dy-Land Farms (hereinafter "Contractor") and Duplin County (hereinafter "County").

WITNESSETH:

WHEREAS, Contractor previously entered into a mowing maintenance contract (hereinafter "Contract") with County on June 20, 2024, which is incorporated herein by reference;

WHEREAS, Section 2 of said Contract provides as follows:

The parties may mutually agree to renew this Contract for two (2) additional periods (December 1, 2023 through February 29, 2024 and December 1, 2024 through February 28, 2025), so long as agreed upon prior to May 1 the year the base term or extended term is set to expire. Any such agreement to renew this Contract must be in writing;

WHEREAS, pursuant to the aforementioned renewal option, the parties hereby agree to renew the Contract for the period of December 1, 2024 through February 28, 2025.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Contract referenced above and herein incorporated is hereby extended for an additional period of December 1, 2024 through February 28, 2025.
2. Section 3 of the Contract is hereby amended to reflect that Contractor shall receive from the County a sum not to exceed \$ 53,800.00 as full compensation for the provision of services provided under the Contract, subject to additions and deductions as provided in the Contract Documents.
3. By execution hereof, the person signing for Contractor below certifies that he/she has read this agreement and that he/she is duly authorized to execute this contract on behalf of Contractor.
4. Contractor certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County, covenants and agrees to remain current on any taxes, fees, or other debt owed by to Duplin County during the term of the Contract and this Renewal thereto.
5. This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.

6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this agreement. In the event there is a conflict between the Original Agreement and this agreement, this agreement shall control.

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

HANK BOND D/B/A HAND-DY-LAND FARMS DUPLIN COUNTY

By: Daniel Hank Bond
Printed Name Daniel Hank Bond
Title: Owner

By: _____
Printed Name: _____
Title: _____

Reviewed by Department Head

Billy W. Dy
Date Reviewed: 5-15-2021

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

Duplin County Finance Officer

Limestone/Muddy Mowing Bid Sheet

Limestone Creek Mowing \$ 26,900

Muddy Creek Mowing \$ 26,900

Total Bid \$ 53,800

Submitted By Han-Dy-land Farms
(Company Name)

Name Daniel Hank Bond
(Signature)

Name Daniel Hank Bond
(Print)

Address 260 Batchelor Bay Rd Wallace NC 28466

Telephone Number 910-289-7527

Email hankbond7@gmail.com

Date 5-2-2024

LIMESTONE CREEK & MUDDY CREEK WATERSHED PROJECTS

2024-2025 Mowing Inspection

Conducted by Billy Ivey & Cole Smith/Zach Hatcher

March 2024

Limestone Creek & Muddy Creek Watershed 2024 Mowing REPORT

Limestone Creek Watershed

MB
MB -1
GB-A
GB-1
GB-1-A
GB-1-A-1
GB-1-A-1-A
GB-2
GB-2-A
HB-1
HB-3
HB-3-A
HB-4
HB-4-A
LC-10-A
LC-14
LC-14-A
LC-14-B
LC-16
LC-16-A
LLC-3
LLC-4
LLC-5
LLC-7-A
LLC-9
Cabin Lake

Muddy Creek Watershed

MC-1
MC-3
MC-4

LIMESTONE CREEK & MUDDY CREEK WATERSHED PROJECTS

2024-2025 Mowing Inspection

Conducted by Billy Ivey & Cole Smith/Zach Hatcher

March 2024

MC-5	
MC-6	
MC-6-A	
MC-7	
MC-7-A	
MC-7-B	
MC-7-C	
MC-8 lower	
MC-8 upper	
MC-8-B	
MC-10	
MC-10-B	
MC-11	(NO DIGGING GAS LINE)
MC-11-A	***NOTE: NC Gas Line runs under lateral
MC-11-C	
MC-11-D	
MC-11-F	
MC-12-A	
MC-12-B	
MC-12-C	
MC-12-D	
MC-12-E	
MC-13	
MC-15	
MC-15-A	
MC-17	
MC-18-A-2	
MC-18-A-4	
MC-18-A-4-A	
MC-18-A-6	
MC-18-A-6-B	
MC-18-A-7-A	
MC-18-A-7-B	
MC-18-A-7-C	
MC-18-A-7-D	
MC-18-A-8	
MC-18-A-9	
MC-18-B	
MC-18-B-2	

LIMESTONE CREEK & MUDDY CREEK WATERSHED PROJECTS

2024-2025 Mowing Inspection

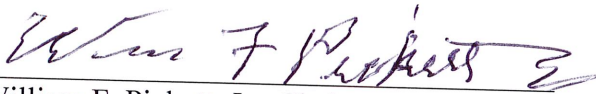
Conducted by Billy Ivey & Cole Smith/Zach Hatcher

March 2024

MC-18-B-3
MC-18-C
MC-18-G-1
MC-18-G-2-A
MC-18-G-5
MC-18-H
MC-18-K-1
MC-18-N-2
MC-18-P
MC-18-R
MC-19-A-1
MC-20
MC-20-A
MC-21
MC-23
MC-24-A

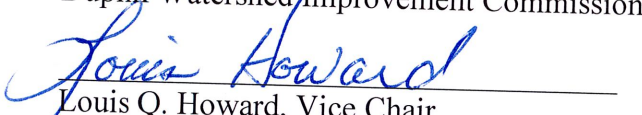
Limestone Creek and Muddy Creek Watershed Projects:

This maintenance report was presented to the Duplin Soil and Water Conservation District Board of Supervisors and the Members of the Duplin Watershed Improvement Commission at their regularly scheduled board meeting. The report was approved as presented.



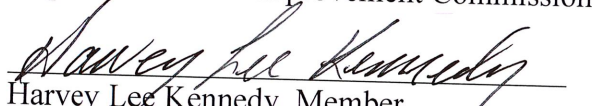
William F. Pickett, Jr., Chair
Duplin Watershed Improvement Commission

5/6/2024
Date



Louis Q. Howard, Vice Chair
Duplin Watershed Improvement Commission

5/6/2024
Date



Harvey Lee Kennedy, Member
Duplin Watershed Improvement Commission

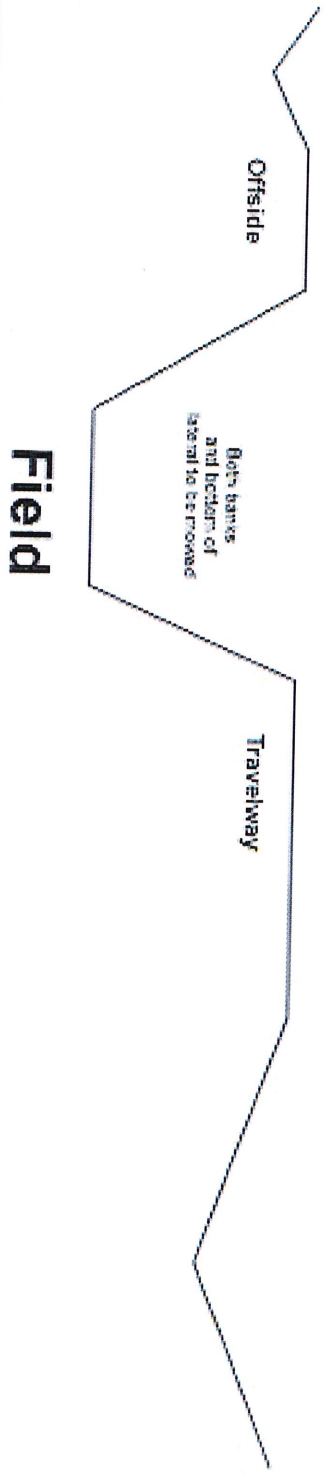
5-6-2024
Date



Mow a minimum of 10' on offside



Mow a minimum of 25' on travelway



Offside

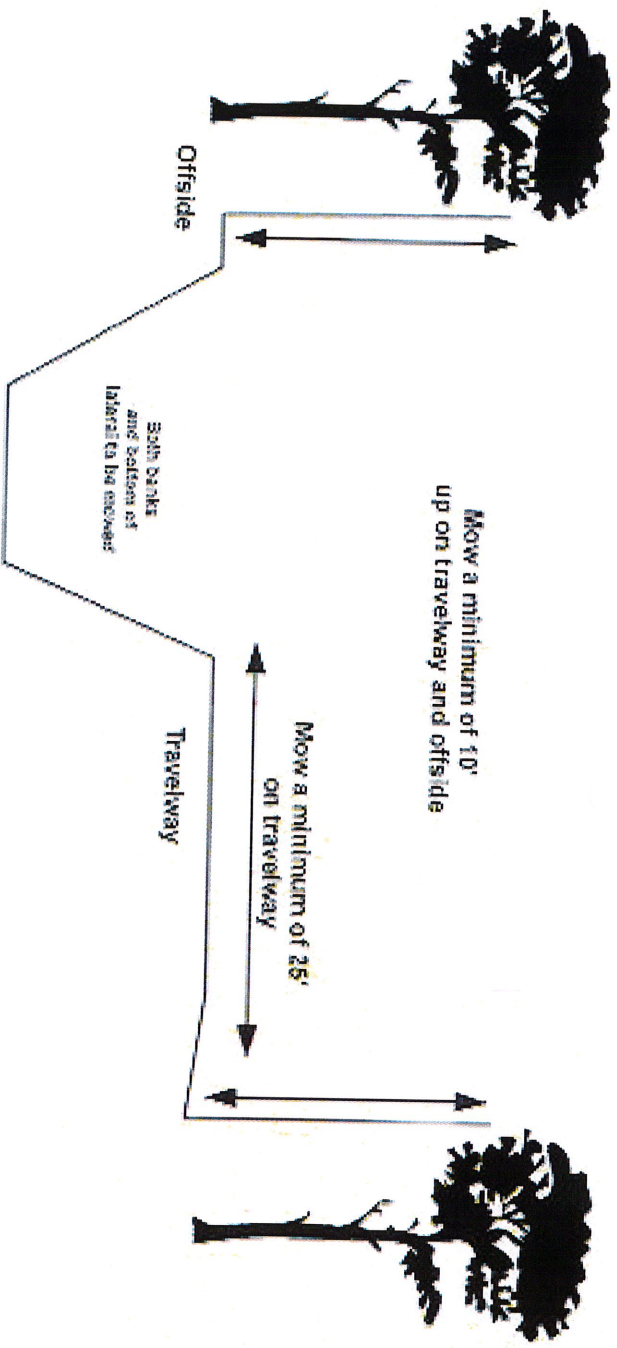
Both banks and bottom of stream to be mowed

Travelway

Field

Mow a minimum of 10' up on travelway and offside

Mow a minimum of 25' on travelway



Offside

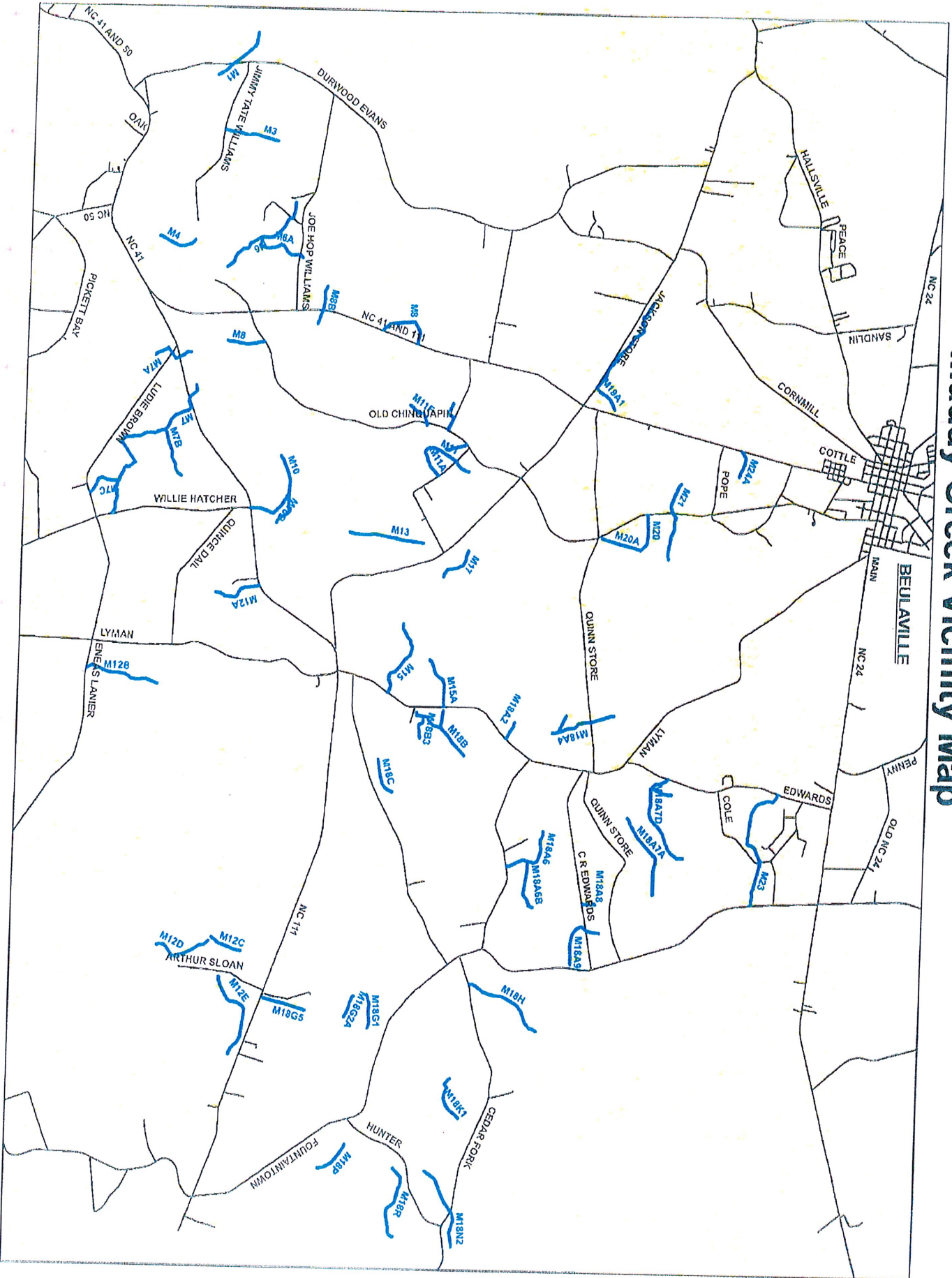
Both banks and bottom of stream to be mowed

Travelway

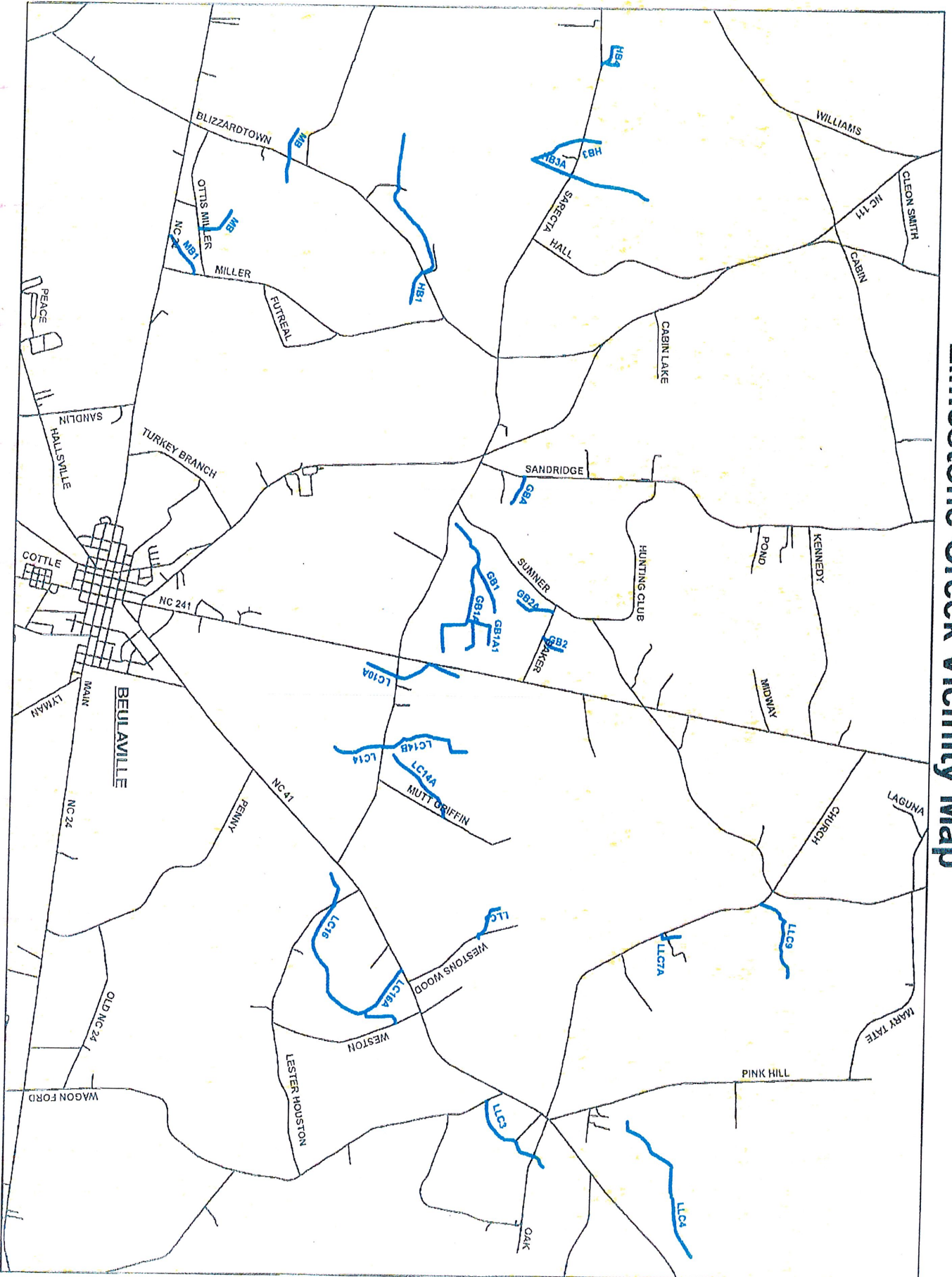
Woods

Not to Scale

Muddy Creek Vicinity Map



Limestone Creek Vicinity Map



County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner’s agenda. This is not required for items included on the consent agenda.

Name / Department: EMS	Meeting Date: 5/20/2024
Subject: EMS Week	
Summary, explanation and background: This week is set aside to recognize the EMS personnel for their hard work and dedication to the profession.	
Requested Action: Adopt resolution proclaiming week of May 19 th -25 EMS week.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) None	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) None	
Time needed to explain to Commissioners: 5 minutes	
Attachments: Proclamation	
Instructions for what to do with attachments once approved: Send signed copy back to Brandon McMahon	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes.

County of Duplin
Office of the County Commissioners



**RESOLUTION PROCLAIMING
EMERGENCY MEDICAL SERVICES WEEK IN DUPLIN COUNTY
MAY 19-25, 2024**

**STATE OF NORTH CAROLINA
COUNTY OF DUPLIN**

WHEREAS, Duplin County's emergency medical services is an essential service;
and

WHEREAS, the members of Duplin County's emergency medical services teams
are ready to provide lifesaving care to those in need 24 hours a day,
365 days a year; and

WHEREAS, access to quality emergency care in Duplin County dramatically
improves the survival and recovery rate of those who experience
sudden illness or injury; and

WHEREAS, Duplin County's emergency medical services system consist of
physicians, nurses, emergency technicians, paramedics, firefighters,
educators, telecommunicators, medical volunteers, and
others; and

WHEREAS, the members of Duplin County's emergency medical services teams
engage in thousands of hours of specialized training and continuing
education to enhance their lifesaving skills; and,

WHEREAS, Americans generally, and Duplin County residents, workers and
visitors benefit daily from the knowledge and skills of these highly
trained individuals; and,

WHEREAS, it is appropriate for the Duplin County Board of County Commissioners to
join with other governing bodies across the United States in setting aside
the week of May 21-27, 2023 in recognition of the value and the
accomplishments of emergency medical services providers by designating
designating Emergency Medical Services Week.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Duplin
County that the week of May 19-May 25, 2024 is proclaimed as:

“EMERGENCY MEDICAL SERVICES WEEK”

In Duplin County, North Carolina and with the theme *EMS: Where Emergency Care Begins*, we encourage the community to observe this week with appropriate programs, ceremonies, and activities throughout Duplin County, North Carolina.

Adopted this the 20th day of May, 2024

Dexter B. Edwards, Chairman
Duplin County Board of Commissioners

Attest: _____
Jaime W. Carr
Clerk to the Board

CLIENT SERVICES AGREEMENT

THIS SERVICES AGREEMENT is entered into this _____ day of _____ 2024 (“Effective Date”) by and between Michael Baker Engineering, Inc. (“**MICHAEL BAKER**”), and County of Duplin (“**CLIENT**”). **CLIENT** and **MICHAEL BAKER** may be referred to individually as a “Party” and collectively as the “Parties” herein.

WHEREAS, CLIENT is undertaking the project for professional on-call airport architectural, engineering, and planning services for airport development projects (“Project”);

WHEREAS, CLIENT desires **MICHAEL BAKER** to perform certain services in connection with the Project as set forth herein, and **MICHAEL BAKER** desires to perform such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **SCOPE/SCHEDULE OF SERVICES.** **MICHAEL BAKER** shall perform the services more fully described in subsequent task orders, as may be amended from time to time by the Parties as set forth herein (collectively, “Services”). The Services will be furnished in accordance with applicable Federal, State and local laws. **MICHAEL BAKER** shall have no responsibility for any construction activities, means, methods, techniques, sequences, procedures and/or safety programs or precautions employed on the Project. If **MICHAEL BAKER** reviews any shop drawing, product data, samples or other submittal as a part of the Services, such review is limited to checking for general conformance with the design concept contained in the final released for construction design of **MICHAEL BAKER**, and no other purpose whatsoever. The Services will be furnished in accordance with the mutually agreed upon schedule set forth in task orders (“Services Schedule”), subject to any subsequent mutually agreed upon Services Schedule change or **MICHAEL BAKER** right to a Services Schedule extension as may be provided for in this Agreement.

2. **STANDARD OF CARE.** The only standard of care applicable to the Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale. No fiduciary relationship has been created or exists by virtue of the Agreement or the Services. Notwithstanding anything in this Agreement to the contrary, **MICHAEL BAKER** has not made, does not make, and specifically negates and disclaims any implied or express warranty or guarantee of any kind or character relative to the Services including, without limitation, any warranty of fitness for a particular purpose, any warranty of merchantability, and/or any implied warranty of habitability.

3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Services as provided herein and as defined by individual task orders. **MICHAEL BAKER** will invoice **CLIENT** for the Services performed on a monthly basis and, unless a shorter period is specified under applicable law, **CLIENT** shall issue payment to **MICHAEL BAKER** no later than 30 days from the date of receipt of **MICHAEL BAKER**'s invoice. **MICHAEL BAKER** shall be entitled to interest at the rate of 1.5% per month on any outstanding sum due **MICHAEL BAKER** for the Services. **MICHAEL**

BAKER does not waive and fully reserves any and all mechanics' or other lien rights for any unpaid Services. **CLIENT's** payment obligations to **MICHAEL BAKER** under this Agreement shall survive termination or completion of the Services or this Agreement.

4. **MICHAEL BAKER DELIVERABLES.** **MICHAEL BAKER** shall retain all ownership, title and right (including copyright, patent, intellectual property and common law rights) in and to all designs, calculations, drawings, specifications, reports, technical data and/or any other documents prepared or furnished by or on behalf of **MICHAEL BAKER** in connection with the Services (collectively, "Deliverables"). Conditioned upon **MICHAEL BAKER** timely receiving payment of all sums due under this Agreement, **CLIENT** will have a non-exclusive license to use the Deliverables only for constructing, operating and/or maintaining the Project. Failure to pay **MICHAEL BAKER** for its Services or termination of this Agreement prior to completion of the Services or Deliverables shall terminate the foregoing license. Use of or reliance upon any preliminary or incomplete Deliverables, re-use of any Deliverables without **MICHAEL BAKER's** prior written approval, modification of any Deliverables without written verification or adaptation by **MICHAEL BAKER** (at an additional cost) for the specific purpose identified, or any other unauthorized use of the Deliverables shall be at **CLIENT's** risk and without liability to **MICHAEL BAKER**.
5. **CLIENT OBLIGATIONS.** **CLIENT** shall timely coordinate any services being performed by separate consultants of **CLIENT** with the Services of **MICHAEL BAKER**. **CLIENT** shall timely review and approve of all interim Deliverable submissions of **MICHAEL BAKER**, and timely provide any submittal to be reviewed by **MICHAEL BAKER** as a part of the Services to avoid detrimentally impacting the Services or the Services Schedule. **CLIENT** shall timely furnish to **MICHAEL BAKER** any information or documentation of **CLIENT** which may bear upon or impact the performance of the Services. **CLIENT** shall ensure that **MICHAEL BAKER** and its applicable subconsultants are permitted to attend Project meetings of **CLIENT** which relate to or may impact the Services.
6. **CHANGES/IMPACTS.** **CLIENT** has the right to request changes in the Services prior to completion of the same; provided, however, that **MICHAEL BAKER** shall not be obligated to perform any requested change in or to the Services without a written change order executed by the Parties. In the event **MICHAEL BAKER** elects to furnish additional services without an executed change order, any such additional services shall be compensated by **CLIENT** on a Time and Material basis (Direct Labor times a 3.0 multiplier) plus **MICHAEL BAKER's** other direct expenses and costs (inclusive of any subconsultant fees and costs). The compensation due **MICHAEL BAKER** under this Agreement and the Services Schedule shall be equitably increased and extended, respectively, to address any change, delay, disruption, acceleration, or other impact to the Services caused by any Force Majeure Event (defined below).

7. **INDEMNIFICATION.** Notwithstanding anything to the contrary in this Agreement and subject to any applicable limitation of liability herein, **MICHAEL BAKER** shall only be obligated to indemnify and hold harmless **CLIENT** from and against direct damages incurred by **CLIENT** resulting from a third-party claim for personal injury (including death) or property (other than the Project work itself) damage against **CLIENT** that is solely caused by the negligence of **MICHAEL BAKER** in connection with the Services.
8. **COST ESTIMATES.** **CLIENT** acknowledges that **MICHAEL BAKER** cannot control market conditions or construction costs, means, methods, techniques and/or processes. As such, notwithstanding anything to the contrary contained herein, **CLIENT** agrees that **MICHAEL BAKER** makes no representation, warranty or guarantee as to the accuracy of any cost estimate related to the Project that is furnished by **MICHAEL BAKER** in connection with the Services, and further agrees that **MICHAEL BAKER** shall bear no responsibility for any increase, inaccuracy or deviation in any such estimates.
9. **SUSPENSION/TERMINATION.** **MICHAEL BAKER** may suspend the Services if **CLIENT** fails to timely issue payment to **MICHAEL BAKER** as required by the Agreement. **MICHAEL BAKER** may terminate the Agreement for cause if any sum owed **MICHAEL BAKER** under the Agreement is more than 60 days past due, or if the Services are stopped for a cumulative period of 60 days through no fault of **MICHAEL BAKER**. **CLIENT** may terminate the Agreement for cause if **MICHAEL BAKER** fails to a cure a material breach following receipt of written notice and a reasonable opportunity to cure. **CLIENT** may also terminate the Agreement, without cause, so long as at least sixty (60) days written notice is provided to **MICHAEL BAKER**. In either event, all finished or unfinished deliverable items prepared by **MICHAEL BAKER** under this contract shall, at the **CLIENT**'s option and upon Michael Baker's receipt of final payment, become its property and **MICHAEL BAKER** shall be entitled to receive just and equitable compensation for any satisfactorily completed work that meets the Standard of Care minus any payment or compensation previously received. Notwithstanding the foregoing, **MICHAEL BAKER** shall not be relieved of liability for damages sustained by virtue of **MICHAEL BAKER**'S breach of this agreement. Without limiting any other remedies that may be available in the case of breach by **MICHAEL BAKER**, **CLIENT** may procure contract services from another source. In the event of any termination of the Agreement for any reason, **MICHAEL BAKER** shall be entitled to payment for Services properly performed or in process through the effective termination date as well as any non-cancelable third-party fees or costs relating to the Services.

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.

10. **DEFAULT/DISPUTES.** As conditions precedent to **CLIENT** exercising any contractual or legal remedy against **MICHAEL BAKER** for any alleged default relative to the Services or Agreement, **CLIENT** shall provide **MICHAEL BAKER** with prompt written notice specifying the nature and impact of the alleged default and shall afford **MICHAEL BAKER** a reasonable time and opportunity (in no case less than ten (10) business days) to analyze and commence a cure of the alleged

default. To the fullest extent permitted by law, the validity or construction of this Agreement, and any dispute of the Parties arising out of or relating to the Services, Agreement or Project, shall be governed by the laws of the jurisdiction where the Project is located (excluding any conflict-of-laws rule or principle that would subject the matter to the laws of another jurisdiction) and the forum/venue for any action or proceeding relating to the same shall be a state or federal court seated in the Project locale. The parties shall be responsible for payment of their own respective attorneys' fees and/or costs relative to any dispute between the Parties arising out of or relating to the Services, Agreement and/or Project.

11. **INSURANCE.** Unless otherwise specified in **Exhibit A, MICHAEL BAKER** agrees to maintain the following insurance coverages and minimum limits for the duration of the Services:

Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Per Occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Employee)
General Liability	\$2,000,000 (Per Occurrence) \$4,000,000 (Aggregate)
Automobile Liability	\$2,000,000 Combined Single Limit
Professional Liability	\$2,000,000 (Per Claim) \$4,000,000 (Aggregate)

12. **EXHIBITS TO AGREEMENT.** The following Exhibits are included as a part of this Agreement:
Exhibit A – Sample Task Order
Exhibit B – Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects

13. **ELECTRONIC FILES.** In the event **MICHAEL BAKER** transmits to **CLIENT** any Computer Aided Design and Drafting or other electronic files or media (collectively, "Electronic Files") in connection with the Services, **CLIENT** agrees that **MICHAEL BAKER** makes no representation or warranty that any such Electronic Files: (i) Have any particular compatibility or are free of degradation, alteration or corruption, whether from electronic file transfer process or the modification or conversion of the Electronic Files into another format or otherwise; (ii) will function fully on the computers, hardware, and/or software of **CLIENT**; and/or (iii) will not damage or otherwise impair the computers, hardware and/or software of **CLIENT**. Any such Electronic Files of **MICHAEL BAKER** are provided merely as a convenience to **CLIENT**, do not replace or supplement the signed, dated, and sealed copies of any such files, and **MICHAEL BAKER** does not relinquish any proprietary, copyright or other rights of ownership to the Electronic Files or any data contained therein. To the fullest extent allowed by law, **MICHAEL BAKER** expressly disclaims any warranty regarding the accuracy, title, non-infringement, completeness, or permanence of the Electronic Files.

14. **FORCE MAJEURE.** **MICHAEL BAKER** shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, and/or (ii) any action or inaction of **CLIENT** or a third-party engaged by **CLIENT** (each, a "Force Majeure Event").
15. **LIMITATIONS/QUALIFICATIONS.** To the fullest extent permitted by law, the Parties expressly agree that: (i) **MICHAEL BAKER** shall not be liable to **CLIENT** for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in any way to the Agreement, Services or Project; (ii) **MICHAEL BAKER** is entitled to rely on the accuracy of any information or documentation furnished to **MICHAEL BAKER** by **CLIENT** in connection with the Project, and shall not be liable for any site, legal or environmental condition or requirement relating to the Services that is not disclosed or is unknown to **MICHAEL BAKER** prior to the Effective Date; (iii) **MICHAEL BAKER** shall not be liable for any failure to perform to the extent such failure is caused by a Force Majeure Event; (iv) **MICHAEL BAKER's** total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Agreement, Services and/or Project shall not exceed the net sum of five (5) times fees paid to **MICHAEL BAKER** for the individual task order; and that (v) any cause of action asserted by **CLIENT** against **MICHAEL BAKER** arising out of or in any way relating to the Services, Agreement, or Project shall be deemed to have accrued no later than the date the Services were completed by **MICHAEL BAKER**. Each of the foregoing limitations are separate and independent of the other, and shall survive termination or completion of the Agreement, Services and/or Project.
16. **CONFIDENTIALITY.** To the extent allowable by law, a receiving Party shall hold confidential any and all non-public information which is designated by the transmitting Party as confidential, proprietary and/or trade secret in nature (collectively, "Confidential Information") in connection with this Agreement. The receiving Party shall not use or disclose any such Confidential Information for any purpose other than (and then only to the extent necessary) for use relating to the Project; provided, however, that Confidential Information of **CLIENT** may be shared with **MICHAEL BAKER's** subconsultants with a need to know such information for performing the Services. The Parties agree that Confidential Information shall not include information that: (i) is or becomes publicly available without a breach of this Agreement; (ii) was independently developed by the receiving Party without use of the Confidential Information of the transmitting Party; (iii) becomes known to the receiving Party from a source other than the transmitting Party that is not in violation of any obligation to the transmitting Party; or (iv) is required to be disclosed to a court, arbitration tribunal or government agency pursuant to written order, subpoena, regulation, rule or process of law provided, however, that the receiving Party shall provide notice to the disclosing Party as soon as reasonably practicable prior to disclosure.

17. **PROJECT REPRESENTATIVES.** Each Party designates the representatives below who shall have authority to act on their behalf with respect to the Project. The Parties may change their designated Project representative only upon written notice to the other Party.

MICHAEL BAKER: *Greg VanderMolen, Department Manager - Aviation
8000 Regency Parkway, Suite 600, Cary, NC 27518*

CLIENT: *Joshua F. Raynor, Airport Director
260 Airport Rd, Kenansville, NC 28349*

18. **ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the Duplin County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then CLIENT shall be entitled to immediately terminate this Agreement upon written notice to MICHAEL BAKER, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service.
19. **ASSIGNMENT/SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, **MICHAEL BAKER** may subcontract portions of the Services to subconsultant(s) subject to approval of **CLIENT**, which approval will not be unreasonably withheld.
20. **AUDIT RIGHTS.** For all Services being provided hereunder, CLIENT shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, MICHAEL BAKER must make the materials to be audited available within one (1) week of the request for them.
21. **CLIENT NOT RESPONSIBLE FOR EXPENSES.** CLIENT shall not be liable for any expenses paid or incurred by MICHAEL BAKER, unless otherwise agreed in writing.
22. **NO PLEDGE OF TAXING AUTHORITY.** No deficiency judgment may be rendered against Duplin County or any agency of Duplin County in any action for breach of a contractual obligation under this contract. The taxing power of Duplin County is not pledged directly or indirectly to secure any monies due under this contract.
23. **NO WAIVER OF GOVERNMENTAL IMMUNITY; VIOLATION OF LAW.** Except for waiver of governmental immunity resulting from the execution of a valid contract, Duplin County makes no other waiver of governmental immunity. If any provision of the Contract or Agreement is in violation of any legal, statutory or state constitutional prohibition, then such provision(s) shall be unenforceable against Duplin County.

24. **EQUIPMENT.** MICHAEL BAKER shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
25. **INDEPENDENT CONTRACTOR.** The Parties acknowledge that **MICHAEL BAKER** is furnishing the Services under this Agreement as an independent contractor, and not as an agent, representative, partner, joint venturer or employee of **CLIENT**.
26. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein is intended to nor shall be construed as giving any third-party (other than the Parties' successors and permitted assigns) any interest in the Agreement, Services or Deliverables, and/or any right or claim against **MICHAEL BAKER** with regard to the Agreement, Services or Deliverables.
27. **CONSTRUCTION/SEVERABILITY/SURVIVAL/COUNTERPARTS.** If this Agreement or any of its terms shall be reviewed, construed or brought into issue, the provisions shall be construed as if jointly prepared by the Parties. Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement. If any term or provision of this Agreement is adjudicated or determined to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby. Any provision of this Agreement which contemplates performance, rights or obligations extending beyond termination or completion of this Agreement or the Services shall survive such termination or completion and continue in effect. This Agreement (and any change order hereto) may be executed in counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument. Signatures obtained electronically or by facsimile, PDF and/or email shall be treated as valid for all purposes.
28. **DEBARMENT CERTIFICATION.** By entering into this Agreement, the Parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, or conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the United States Department of the Treasury, Office of Foreign Asset Control or the United States Department of Commerce, Bureau of Industry and Security.
29. **GOOD STANDING WITH COUNTY.** MICHAEL BAKER certifies that it is not delinquent on any taxes, fees, or other debt owed to Duplin County. MICHAEL BAKER covenants and agrees to remain current on any taxes, fees, or other debt owed to Duplin County during the Term of this Contract.
30. **EQUAL EMPLOYMENT OPPORTUNITY.** If applicable, **MICHAEL BAKER** shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or

individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. To the extent applicable, 29 CFR Part 471, Appendix A to Subpart A is also incorporated by reference.

MICHAEL BAKER shall further comply with all federal, state, and local requirements related to participation of minority and historically underutilized businesses in all aspects of the services to be provided under this Contract.

- 31. **E-VERIFY.** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the County utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the County.
- 32. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all prior oral or written understandings and agreements related to the same. No modification or amendment to this Agreement shall be valid unless set forth in a writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed and delivered as of the Effective Date by their duly authorized representatives below.

MICHAEL BAKER ENGINEERING, INC.

COUNTY OF DUPLIN

By: _____
[Signature]

By: _____
[Signature]

Dwain Hathaway – Vice President
[Printed Name & Title]

[Printed Name & Title]

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

Duplin County Finance Officer

EXHIBIT A
Sample Task Order

TASK ORDER #:

DATE:

1. SCOPE OF PROJECT AND BACKGROUND
2. SCOPE OF SERVICES
3. TASK # - DESCRIPTION
4. DELIVERABLES
5. PROJECT SCHEDULE
6. COMPENSATION

ATTACHMENTS:

EXHIBIT A – MAN-HOUR FEE ESTIMATE

EXHIBIT B – SUB CONSULTANT FEE & PROPOSAL

WITNESS:

MICHAEL BAKER ENGINEERING, INC.

Name: _____

Title: _____

WITNESS:

County of Duplin

Name: _____

Title: _____

EXHIBIT B
Contract Provisions for Obligated Sponsors and
Airport Improvement Program Projects

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the *Consultant* or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide *Consultant* written notice that describes the nature of the breach and corrective actions the *Consultant* must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the *Consultant* must correct the breach. Owner may proceed with termination of the contract if the *Consultant* fails to correct the breach by the deadline indicated in the Owner's notice.

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

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies

that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Consultant* has full responsibility to monitor compliance to the referenced statute or regulation. The *Consultant* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and

all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE		
2024	11	68	BUA	05/03/2024	05/03/2024	052024	blanca.pineda	1	N	Hist	2024			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB		
ACCOUNT DESCRIPTION														
1	5176	41990					T					9,000.00		
2	5176	43250					T			1,500.00				
3	5176	42980					T			7,500.00				
** JOURNAL TOTAL												0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE		
2024	11	69	BUA	05/03/2024	05/03/2024	052024	blanca.pineda	1	N	Hist	2024			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB		
ACCOUNT DESCRIPTION														
1	6160	43510					T					3,500.00		
2	6160	43520					T					1,300.00		
3	6160	42700					T			3,500.00				
4	6160	42100					T			1,300.00				
** JOURNAL TOTAL												0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE		
2024	11	70	BUA	05/03/2024	05/03/2024	052024	blanca.pineda	1	N	Hist	2024			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB		
ACCOUNT DESCRIPTION														
1	4952	43110					T					900.00		
2	4952	43540					T					100.00		
3	4952	42381					T			1,000.00				
** JOURNAL TOTAL												0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE		
2024	11	71	BUA	05/03/2024	05/03/2024	052024	blanca.pineda	1	N	Hist	2024			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION					DEBIT	CREDIT OB	
ACCOUNT DESCRIPTION														
1	4310	43110					T					600.00		
2	4310	42940					T				600.00			
** JOURNAL TOTAL													0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE		
2024	11	129	BUA	05/09/2024	05/09/2024	052024	blanca.pineda	1	N	Hist	2024			
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION					DEBIT	CREDIT OB	
ACCOUNT DESCRIPTION														
1	4380	41990					T					2,000.00		
2	4380	41990					T					500.00		
3	4380	42380					T				2,000.00			
4	4380	42100					T				500.00			
** JOURNAL TOTAL													0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	11	130	BUA	05/09/2024	05/09/2024	052024	blanca.pineda	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION					DEBIT	CREDIT OB
ACCOUNT DESCRIPTION													
1	5114	42200					T					1,100.00	
2	5114	42500					T					400.00	
3	5114	43550					T					500.00	
4	5151	43540					T					500.00	
5	5164	42410					T					1,900.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	130	BUA	05/09/2024	05/09/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
6	5114	43250					T					200.00
7	5114	43110					T					400.00
8	5124	42980					T					200.00
9	5124	43250					T					300.00
10	5124	43530					T					100.00
11	5129	43550					T					1,000.00
12	5164	42370					T					300.00
13	5164	42600					T					700.00
14	5164	42420					T					400.00
15	5114	42370					T			4,000.00		
16	5164	42410					T			1,000.00		
17	5151	42370					T			1,000.00		
18	5114	42370					T			1,200.00		
19	5167	41990					T			800.00		
** JOURNAL TOTAL											0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	132	BUA	05/09/2024	05/09/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5167	42600					T					700.00
2	5167	43110					T			700.00		
** JOURNAL TOTAL											0.00	0.00

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	133	BUA	05/09/2024	05/09/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4180	42600					T					100.00
												OFFICE SUPPLIES
2	4180	43250					T			100.00		POSTAGE
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	150	BUA	05/10/2024	05/10/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4320	44910					T					100.00
												DUES AND SUBSCRIPTIONS
2	4320	42100					T			100.00		HOUSEKEEPING
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	151	BUA	05/10/2024	05/10/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5600	41860					T					748.00
												WORKERS COMPENSATION
2	5607	42600					T					59.00
												OFFICE SUPPLIES
3	5604	40181					T					11.30
												SOCIAL SECURITY
4	5604	42600					T					106.04
												OFFICE SUPPLIES
5	5600	43210					T			348.00		TELEPHONE
6	5600	43510					T			400.00		REPAIRS BUILDING AND GROUNDS
7	5607	43155					T			59.00		TRANSPORTATION PURCHASES

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE	
2024	11	151	BUA	05/10/2024	05/10/2024	052024	blanca.pineda	1	N	Hist	2024		
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB	
ACCOUNT DESCRIPTION													
8	5604	40121					T				86.91		
9	5604	40182					T				24.77		
10	5604	40183					T				5.62		
11	5604	40186					T				.04		
											** JOURNAL TOTAL	0.00	0.00

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	196	BUA	05/13/2024	05/13/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5123	40121					T					1,671.44
2	5123	40181					T					119.63
3	5123	40182					T					216.83
4	5123	40183					T					179.58
5	5123	41990					T					4,807.52
6	5123	42500					T					200.00
7	5123	43110					T					200.00
8	5123	45100					T			1,671.44		
9	5123	45100					T			119.63		
10	5123	45100					T			216.83		
11	5123	45100					T			179.58		
12	5123	45100					T			4,807.52		

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE			
2024	11	196	BUA	05/13/2024	05/13/2024	052024	blanca.pineda	1	N	Hist	2024				
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION					DEBIT	CREDIT	OB	
ACCOUNT DESCRIPTION															
13	5123	45100					T					200.00			
14	5123	45100					T					200.00			
CAPITAL OUTLAY															
CAPITAL OUTLAY															
** JOURNAL TOTAL											0.00	0.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE			
2024	11	265	BUA	05/14/2024	05/14/2024	052024	blanca.pineda	1	N	Hist	2024				
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION					DEBIT	CREDIT	OB	
ACCOUNT DESCRIPTION															
1	5164	42600					T						75.00		
2	5164	43250					T					75.00			
OFFICE SUPPLIES															
POSTAGE															
** JOURNAL TOTAL											0.00	0.00			

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE			
2024	11	271	BUA	05/15/2024	05/15/2024	052024	blanca.pineda	1	N	Hist	2024				
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION					DEBIT	CREDIT	OB	
ACCOUNT DESCRIPTION															
1	6130	43530					T							332.98	
2	6130	42724					T					181.96			
3	6130	44300					T					130.82			
4	6130	43540					T					20.20			
REPAIRS VEHICLES															
CREDIT CARD CHARGES															
RENT															
SOFTWARE MAINTENANCE															
** JOURNAL TOTAL											0.00	0.00			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	272	BUA	05/15/2024	05/15/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT OB		
ACCOUNT DESCRIPTION												
1	7402	42600					T					114.62
								OFFICE SUPPLIES				
2	7402	43110					T		114.62			
								TRAVEL				
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	273	BUA	05/15/2024	05/15/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT OB		
ACCOUNT DESCRIPTION												
1	7401	42600					T					144.62
								OFFICE SUPPLIES				
2	7401	42100					T		144.62			
								HOUSEKEEPING				
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	275	BUA	05/15/2024	05/15/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT OB		
ACCOUNT DESCRIPTION												
1	4530	49807					T					3,350.00
								PROJECT MATCH FOR GRANTS				
2	4530	43510					T		3,350.00			
								REPAIRS BUILDING AND GROUNDS				
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	276	BUA	05/15/2024	05/15/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION		DEBIT	CREDIT OB		
ACCOUNT DESCRIPTION												

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	276	BUA	05/15/2024	05/15/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4530	43110					T					275.00
2	4530	43210					T			200.00		
3	4530	43540					T			75.00		
SOFTWARE MAINTENANCE												
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	277	BUA	05/15/2024	05/15/2024	052024	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4530	49807					T					5,100.00
2	4530	43510					T			5,100.00		
REPAIRS BUILDING AND GROUNDS												
** JOURNAL TOTAL										0.00	0.00	
** GRAND TOTAL										0.00	0.00	

18 Journals printed

** END OF REPORT - Generated by Blanca Pineda **

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	38	BUA	05/01/2024	05/01/2024	050624	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	4950	42600					T					200.00
												OFFICE SUPPLIES
2	4950	43940					T			200.00		
												CLEANING SERVICE
** JOURNAL TOTAL										0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2024	11	44	BUA	05/02/2024	05/02/2024	050624	blanca.pineda	1	N	Hist	2024	
LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION			DEBIT	CREDIT	OB
ACCOUNT DESCRIPTION												
1	5176	41990					T					9,000.00
												PROFESSIONAL SERVICES
2	5176	42990					T			9,000.00		
												INCENTIVES
** JOURNAL TOTAL										0.00	0.00	
** GRAND TOTAL										0.00	0.00	

53 Journals printed

** END OF REPORT - Generated by Blanca Pineda **

BA # _____

Duplin County
Budget Amendment

Department Title Health Department
 Department Head's Signature Tracey Simmons-Kornegay
 (form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000
 Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
 To Cover expenses in Incentives

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5176-41990	Professional Services	9,000.00	5176-42990	Incentives	9,000.00
Total		9,000.00	Total		9,000.00

Finance Signature Chelsey Ranier
 Date Approved: 5/11/24

 Manager Signature _____
 Date Approved: _____

 Commissioner Approval _____
 Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title Health Department
Department Head's Signature Tracey Simmons-Kornegay
(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000
Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
To Cover expenses in Postage and Program supplies

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5176-41990	Professional Services	9,000.00	5176-43250	Postage	1,500.00
			5176-42980	Program Supplies	7,500.00
Total		9,000.00	Total		9,000.00

Finance Signature Chelsey Ranier
Date Approved: 5/3/24
Manager Signature _____
Date Approved: _____
Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title _____ Events Center

Department Head's Signature _____
(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000
Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Increase money from Repairs building and Grounds to Concession Expense and Maintenance Equipment to Housekeeping

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
6160-43510	Repairs Building and Grounds	3,500.00	6160-42700	Concession Expenses	3,500.00
6160-43520	Repairs Maintenance Equip	1,300.00	6160-42100	Housekeeping	1,300.00
Total		4,800.00	Total		4,800.00

Finance Signature _____ *Chelsey Parier*
Date Approved: _____ *5/3/24*

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title

Cooperative Extension

Department Head's Signature

Amanda Hatcher

(form can be e-mailed to Finance from Dept. Head)

Amanda Hatcher

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Moving block money to cover expenses.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4952-43110	Travel	900.00	4952-42381	Educational Supplies	1,000.00
4952-43540	Software	100.00			
Total		1,000.00	Total		1,000.00

Finance Signature

Chelsy Ranier

Date Approved:

5/3/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

ANIMAL SERVICES
[Signature]

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 or any changes to revenue must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
TO COVER OVER SPENT ACCOUNTS

Line Item to DECREASE	Line Item Description		Line Item to INCREASE	Line Item Description	Debit Amount
4380-42980	PROFESSIONAL SERVICES	\$ 2,000.00	4380-42380	ANIMAL INOCULATIONS	\$ 2,000.00
4380-42980	PROFESSIONAL SERVICES	\$ 500.00	4380-42100	HOUSE KEEPING	\$ 500.00
	241990				
Total		2,500.00	Total		2,500.00

Chelsy Rancier

Finance Signature
Date Approved:

5/9/24

Manager Signature
Date Approved:

Commissioner Approval
Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Health Department

Department Head's Signature

Tracey Simmons - Kornegay / Billie Jo Dunn

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
cover invoices going over

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5114-42200	food	1,100.00	5114-42370	injectables	4,000.00
5114-42500	vehicle gasoline	400.00	5164-42410	pharmacy	1,000.00
5114-43550	EMR expenses	500.00	5151-42370	injectables	1,000.00
5151-43540	software maintenance	500.00	5114-42370	injectables	1,200.00
5164-42410	pharmacy	1,900.00	5167-41990	professional services	800.00
5114-43250	postage	200.00			
5114-43110	travel	400.00			
5124-42980	program supplies	200.00			
5124-43250	postage	300.00			
5124-43530	repairs vehicles	100.00			
5129-43550	EMR expenses	1,000.00			
5164-42370	injectables	300.00			
5164-42600	office supplies	700.00			
5164-42420	in house lab	400.00			
Total		8,000.00	Total		8,000.00

Chelsey Rania

Finance Signature

Date Approved:

5/19/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title Senior Services
Department Head's Signature Melisa S. Brown
(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000
Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Transfer funds in the following programs to cover overages/unexpected increases.

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5600-41860	Workers Compensation	748.00	5600-43210	Telephone	348.00
			5600-43510	Repairs/Building/Grounds	400.00
5607-42600	Office Supplies	59.00	5607-43155	Transportation Purchases	59.00
5604-40181	Social Security	11.30	5604-40121	Salaries	86.91
5604-42600	Office Supplies	106.04	5604-40182	Retirement	24.77
			5604-40183	Hospital Insurance	5.62
			5604-40186	Life Insurance	0.04
Total		924.34	Total		924.34

Finance Signature _____
Date Approved: _____
Manager Signature _____
Date Approved: _____
Commisioner Approval _____
Date Approved: _____

Chelsy Ranier

5/10/24

BA # _____

Duplin County
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS - KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
COVER CAPITAL OUTLAY EXPENSE

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5123-40121	SALARIES	1,671.44	5123-45100	CAPITAL OUTLAY	1,671.44
5123-40181	SOCIAL SECURITY	119.63	5123-45100	CAPITAL OUTLAY	119.63
5123-40182	RETIREMENT	216.83	5123-45100	CAPITAL OUTLAY	216.83
5123-40183	HOSPITAL INSURANCE	179.58	5123-45100	CAPITAL OUTLAY	179.58
5123-41990	PROFESSIONAL SERVICES	4,807.52	5123-45100	CAPITAL OUTLAY	4,807.52
5123-42500	VEHICLE GAS	200.00	5123-45100	CAPITAL OUTLAY	200.00
5123-43110	TRAVEL	200.00	5123-45100	CAPITAL OUTLAY	200.00
Total		7,395.00	Total		7,395.00

Chelsey Ranier

Finance Signature

Date Approved:

5/9/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

HEALTH

Department Head's Signature

TRACEY SIMMONS - KORNEGAY

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
COVER POSTAGE

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
5164-42600	OFFICE SUPPLY	75.00	5164-43250	POSTAGE	75.00
Total		75.00	Total		75.00

Finance Signature _____ *Chelsy Rania* _____
Date Approved: _____ 5/14/24 _____

Manager Signature _____
Date Approved: _____

Commisioner Approval _____
Date Approved: _____

BA # _____

Duplin County
Budget Amendment

Department Title

Cabin Lake County Park

Department Head's Signature

Jordan L. Whaley

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

TO COVER OVERTAGES

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
6130 43530	REPAIRS VEHICLE	332.98	6130 42724	CC CHARGES	181.96
			6130 44300	RENT	130.82
			6130 43540	SOFTWARE MAINT	20.20
Total		332.98	Total		332.98

Finance Signature

Date Approved:

Celsy Rania

5/15/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

Solid Waste
[Signature]

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Moving money to cover negative balance in Travel

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
7402-42600	Office Supplies	\$ 114.62	7402-43110	Travel	\$ 114.62
Total		0.00	Total		0.00

Chelsey Ranier

Finance Signature

Date Approved:

5/15/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Department Head's Signature

(form can be e-mailed to Finance from Dept. Head)

Collections
Wendy Shuler

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Moving to money to cover negative balance in House Keeping

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
7401-42600	Office Supplies	144 ⁰²	7401-42100	House Keeping	144 ⁰²
Total		0.00	Total		0.00

Chelsey Ranier

Finance Signature

Date Approved:

5/15/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Airport

Department Head's Signature

Josh Raynor

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:

Move funds to install gate access to the potential hangar construction site

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4530-49807	Project Match	3,350.00	4530-43510	Repairs Building and Grounds	3,350.00
Total		3,350.00	Total		3,350.00

Finance Signature

Date Approved:

Chelsey Ranier

5/15/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

BA # _____

Duplin County
Budget Amendment

Department Title

Airport

Department Head's Signature

Josh Raynor

(form can be e-mailed to Finance from Dept. Head)

Manager can only approve the moving of budgeted expense under 10,000

Expenditure requests over 10,000 must be approved by Board of Commissioners

Brief description of why this amendment is being requested:
Move funds to paint trim in terminal building and both vestibules

Expense code to DECREASE	Line Item Description	Credit Amount	Expense code to INCREASE	Line Item Description	Debit Amount
4530-49807	Project Match	5,100.00	4530-43510	Repairs Building and Grounds	5,100.00
Total		5,100.00	Total		5,100.00

Finance Signature

Date Approved:

Chelsey Ranier

5/15/24

Manager Signature

Date Approved:

Commissioner Approval

Date Approved:

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner’s agenda. This is not required for items included on the consent agenda.

Name / Department: Scotty Summerlin, Duplin County EDC	Meeting Date: May 20, 2024
Subject: Project PEAR Economic Development Performance and Incentive Agreement	
<p>Summary, explanation and background: Having held the required public hearing pursuant to NCGS 158-7.1(c), the Board of Commissioners is asked to take action on a proposed economic development performance and incentive agreement. The company, a long-time and large agricultural business in Duplin County, is a pioneer in their field and a large employer. The company proposes to take on a facility expansion and improvements estimated in excess of \$30,000,000. Additionally, the company will hire no less than five (5) new employees, as specified in the Agreement. To incentivize the company to take on the improvements, the Duplin County Economic Development Commission (Board) strongly recommends the County Commissioners approve the Performance and Incentive Agreement. If approved, the County would reimburse only property taxes paid on the new improvements for a period of ten (10) years. The first five (5) years (Years 1 through 5) would provide reimbursements of 80% of taxes paid on the specified improvements. The second five (5) years (Years 6 through 10) would provide reimbursements of 50% of taxes paid on the specified improvements. Performance claw backs would apply upon thresholds of local investment and jobs creation not being met.</p>	
Requested Action: Approve the Performance and Incentive Agreement – Project PEAR, as presented and authorize the Chairman of the Duplin County Board of Commissioners to sign.	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.) None.	
Budget impact for subsequent years: (Funds available, allocation needed, etc.) Upon Company’s payment of all ad valorem and business personal property taxes associated with said improvements, provide annual reimbursements of 80% for Years 1 – 5 and 50% for Years 6 – 10. Average annual reimbursement estimated at about \$220,500.	
Time needed to explain to Commissioners: 5 minutes	
Attachments: Performance and Incentive Agreement – Project PEAR.	
Instructions for what to do with attachments once approved: Return signed originals to the Duplin EDC office.	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes.

STATE OF NORTH CAROLINA

COUNTY OF DUPLIN

PERFORMANCE AGREEMENT

THIS AGREEMENT is made and entered into this the ___th day of _____, 2024, by and between Duplin County (hereinafter “County”) and _____, a North Carolina corporation (hereinafter “Company”) (County and Company are collectively referred to as “parties”).

WITNESSETH

WHEREAS, Duplin County desires to enter into a performance agreement with _____ in order to increase its population, increase the taxable property in the County, support agricultural industries within the County, and increase employment in Duplin County.

WHEREAS, _____ is willing to invest in the infrastructure necessary to carry out the objectives of this Agreement.

WHEREAS, the Duplin County Board of Commissioners have determined that this Agreement satisfies the criteria identified in N.C. Gen. Stat. §158-7.1, and that _____ compliance with the terms of this Agreement will stimulate the local economy, promote business, and result in the creation of substantial new tax base and the creation of local jobs in the County that will pay at or above the median average wage in the County.

WHEREAS, a public hearing was held after being duly advertised, and following the public hearing this Agreement has been approved by the Duplin County Board of Commissioners and the Board has authorized the Chairman to sign the Agreement on behalf of the County.

NOW, THEREFORE and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are now acknowledged by the parties, the parties agree as follows:

1. **Term.** This Agreement shall become effective upon execution by the parties and shall continue in effect until the ___ day of _____, 20___, unless earlier terminated in accordance with this Agreement.
2. **Economic Incentive Purpose.** The economic incentives offered pursuant to this Agreement are expected to generate substantial tax base, create at or above average wage jobs and further diversify the economy of Duplin County. Incentives agreed to be paid by the County under this Agreement are in consideration of _____ expanding within the County the industrial enterprise described herein which will increase the tax base and business prospects of the County, as well as result in the creation of a Basic Employment Jobs and Full-Time Jobs in the County that pay at or

above the median average wage. Basic Employment Jobs, for purposes of this Agreement, are defined as jobs which are associated with _____ activities that generate income from the sales of agricultural products and services in Duplin County economy.

3. **Incentive Package.** Provided _____ is in compliance with the terms of this Agreement, and subject to the Incentive Cap hereinafter set forth, the County shall pay _____ in accordance with the following schedule:

January 1, 2026: _____	January 1, 2031: _____
January 1, 2027: _____	January 1, 2032: _____
January 1, 2028: _____	January 1, 2033: _____
January 1, 2029: _____	January 1, 2034: _____
January 1, 2030: _____	January 1, 2035: _____

4. **Incentive Package Cap.** For tax years 2026-2030 County's payment to _____ shall not exceed 80% of the tax revenue the County receives from _____ for Tax Office Account Numbers _____. For tax years 2031-2035 County's payment to _____ shall not exceed 50% of the tax revenue the County receives from _____ for Tax Office Account Numbers _____.

5. **Responsibilities.** In order to be eligible to receive the Incentive Payments called for in this Agreement, _____ shall be fully in compliance with the following obligations, time being of the essence:
- Beginning _____ and at all times during the term of this Agreement, _____ shall maintain its current level of Basic Employment Jobs that are full-time employees in Duplin County.
 - _____ will create an additional five (5) jobs that are full-time employees in Duplin County on or before _____, and shall retain these additional jobs at all times during the term of this Agreement. "Full-Time Employees" for purposes of this Agreement is defined as a person who works at least 35 hours per week and is eligible for all benefits generally available to full-time employees of _____.
 - Invest a minimum of THIRTY MILLION DOLLARS (\$30,000,000.00) in the facility located at _____, captured by the County in Tax Office Account Numbers _____, such investment to include, but not necessarily limited to, machinery, equipment, and construction.
 - Pay all ad valorem and personal property taxes owed to Duplin County on or before September 1st of each year.
 - On or before December 15th of each year this Agreement is in effect, provide written documentation to the County confirming compliance with each requirement as set forth herein.

6. **Statutory Compliance.** _____ understands that County's participation is contingent upon compliance by _____ and County with N.C. Gen. Stat. §158-7.1.
7. **Binding Effect.** This Agreement and the obligations of performance contained herein shall be binding upon _____ and its successors and assigns.
8. **Proof of Compliance.** On or before December 15th of each year this Agreement is in effect, _____ agrees to provide County all reports, records, certificates, or other documents necessary for the County to verify that _____ has fulfilled its obligations under this Agreement, including but not limited to those set forth in Paragraph No. 5 above. The County shall not be obligated to pay any Incentive Payment for so long as _____ has not provided proof of compliance.
9. **Good Standing.** The County shall not be obligated to pay any Incentive Payment if _____ is not current on any monies it owes the County, including monies owed for water charges, real property taxes, personal property taxes, assessments, or other financial obligations lawfully incurred by _____ and payable to the County.
10. **Default.**
 - a. In the event _____ does not meet its obligations as set forth in Paragraph 5(a) and 5(b) of this Agreement, County shall be entitled to reduce the amount otherwise due to _____ by the product of \$_____ multiplied by the number of jobs that do not meet the minimum jobs required. By way of example, if _____ only employs _____ Basic Employment Jobs, the County's incentive payment would be reduced by \$_____.
 - b. In the event _____ does not meet its obligations as set forth in Paragraph 5(c) of this Agreement, County shall be entitled to reduce the amount otherwise due to _____ by the percentage computed using the following formula: Amount Invested by _____ divided by \$30,000,000.00. By way of example, if _____ only invests \$15,000,000.00 into said facility then the payment obligation of the County would be 50% of what it otherwise would have been for each year of this Agreement.
 - c. In the event _____ does not meet any other of its obligations as set forth within this Agreement the County shall have no obligations to make any of the payments set forth herein.
11. **Notices.** All notices, certificates, or other communications required by or made pursuant to this Agreement shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, return receipt requested, as follows:

The County: Duplin County Manager
PO Box 910
224 Seminary Street
Kenansville, N.C. 28349

_____: _____ Inc. Corporate
Attn:
Address Line 1:
Address Line 2:

12. **Amendments, Changes, and Modifications.** Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified, or altered except by written agreement of the parties.
13. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully-executed counterpart.
15. **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of North Carolina
16. **Captions.** The captions or headings used throughout this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision of this Agreement.
17. **Construction.** The parties acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by counsel for the parties. As such, the doctrine of construction against the drafter shall have no application to this Agreement.
18. **Disputes.** The parties agree to submit any disputes arising from this Agreement in Duplin County Superior Court, North Carolina, and that any other venue would be deemed improper.

SIGNATURES CONTINUE ON NEXT PAGE

IN WITNESS HEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

_____, Inc.

By: _____

Its: _____

Duplin County

By: _____

Its: Chairman, Board of Commissioners

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

By: _____

Finance Director, Duplin County

County Commissioners Agenda Request Form

Complete and submit this form along with any supporting documentation to request time on the county commissioner’s agenda. This is not required for items included on the consent agenda.

Name / Department: Victoria Jackson, Regional VP Trillium Health Resources	Meeting Date: 05/20/2024
Subject: Trillium Health Resources Annual Report for Duplin County	
Summary, explanation and background: Ms. Jackson will discuss Trillium’s involvement with Duplin County and provide an update on the consolidation, organizational progress, and behavioral health servicing of members.	
Requested Action:	
Budget impact for this fiscal year: (Funds available, allocation needed, etc.)	
Budget impact for subsequent years: (Funds available, allocation needed, etc.)	
Time needed to explain to Commissioners: 15 minutes	
Attachments:	
Instructions for what to do with attachments once approved:	

Note: Please have all signatures on any contracts, agreements, etc. prior to board meeting and give all copies to Jaime Carr by the agenda deadline. Remember, one original will be retained for the minutes.

Transforming Lives.
Building Community Well-Being.



Trillium Health Resources Annual Report for Duplin County

Victoria Jackson MSW, LCSW
Regional Vice President



Medicaid Legislative Changes

- ❁ Original date to go live with Tailored Plan was July 1, 2022
 - Delayed over the past 2 years
- ❁ NC General Assembly took steps to help ensure Tailored Plans can go live and be successful.
 - Changed number of Tailored Plans from 6 to 4 or 5 (there were 6 LME/MCOs)
 - Increased Minimum Population to 1.5 Million
 - Gave Secretary of Health and Humans Services Authority to make changes to LME/MCO structure to ensure Tailored Plans Go Live
 - Go Live Date July 1, 2024

Consolidation Overview

- 11/01/23: NC DHHS Secretarial Directive issued
- 12/15/23: Consolidation Agreement approved by Trillium & Eastpointe
- 12/18/23: Consolidation Agreement approved by NC DHHS Secretary Kinsley
- 01/01/24 Consolidation Effective Date for operations
- 02/01/24 Consolidation Effective Date for Members & Providers

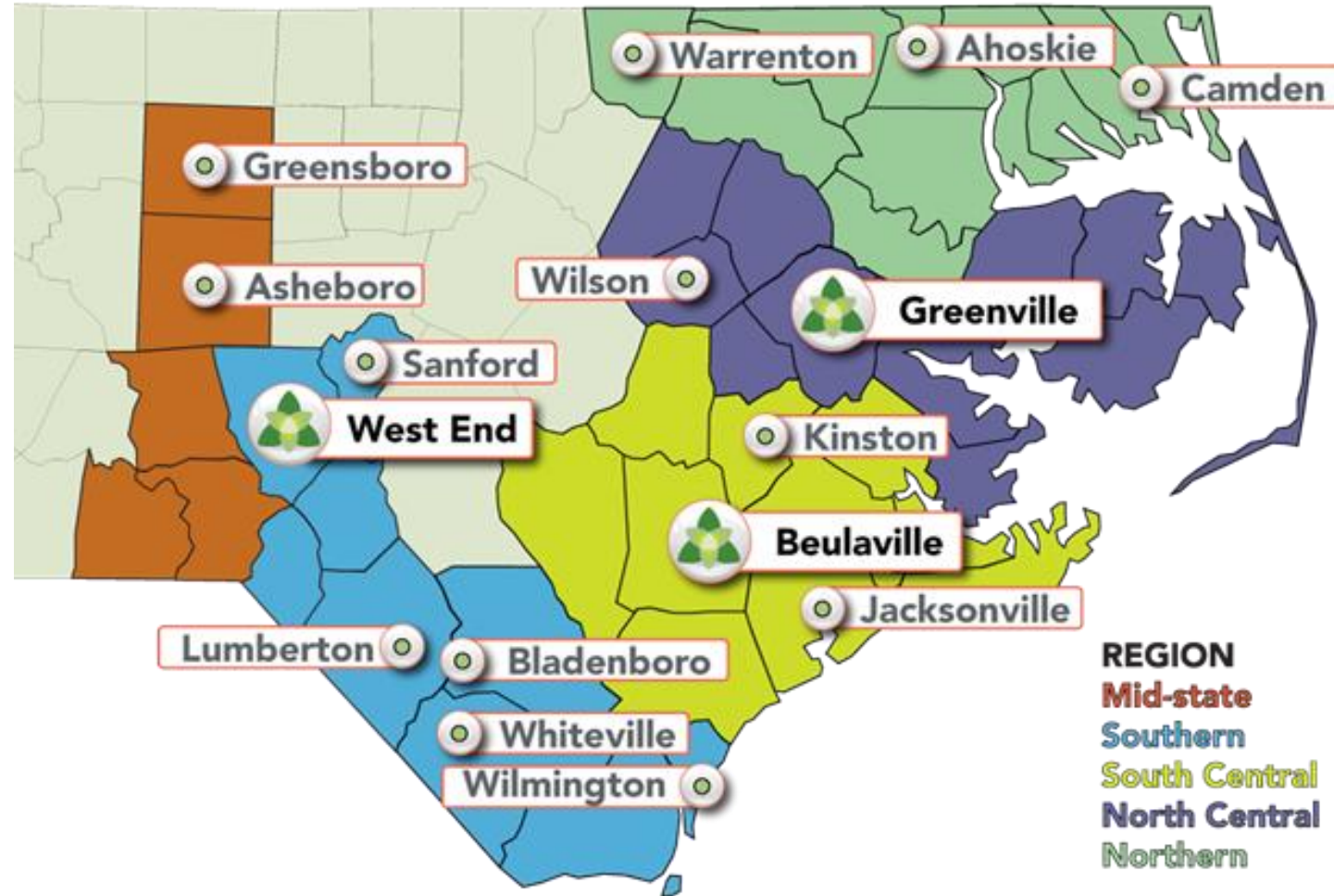


Local Presence: Regional Model



Includes:

- Regional Vice President for each area
- Regional Advisory Board (RAB) with 2 members per county
 - Commissioner Jesse L. Dowe, III
 - Commissioner Justin Edwards
- Regional Consumer and Family Advisory Committee



Trillium Health Resources Area



- ❁ 46 County Catchment Area
- ❁ Total Population of 3,164,129
 - 51,000 Tailored Plan Members
 - 163,000 Medicaid Direct Members
 - 287,000 Uninsured Members

Duplin County Update

FY 2022-2023

Funding Source	FY 22-23 Claims Paid	Distinct Members Served
Medicaid	\$16,847,324	1,101
State	\$561,506	312
Total	\$17,408,830	1,413

Tailored Plan

- ✿ For Members who have severe behavioral health, Substance Use Disorder, and I/DD Population
- ✿ Will be Managing Whole Person Care
 - Behavioral Health Services
 - Physical Health Care
 - Pharmacy Benefits
- ✿ Most Individuals, even those with mild to moderate behavioral health needs are now managed under Standard Plans and have been since July 2021
 - Amerihealth Caritas NC
 - Blue Cross Blue Shield of NC
 - UnitedHealthcare of NC
 - WellCare of NC
 - Carolina Complete Health- covers regions 3, 4 and 5

Projects & Training

- 🌱 Naloxone Kits
- 🌱 Summits
- 🌱 Crisis Intervention Training
- 🌱 Mental Health First Aid
- 🌱 Value Based Purchasing
- 🌱 Re-Entry Simulations



- 🌱 Build strong relationships with local agencies.
 - Trillium works with county departments, nonprofits, and community-based organizations.
 - Community Liaison Coordinators work with a variety of child, family and adult stakeholders

Duplin County's Community Liaison Coordinator

Kateisha Jones, MBA

Kateisha.Jones@trilliumnc.org

1-866-998-2597

Community Engagement & Empowerment

Terrell Alston, MBA

Terrell.Alston@trilliumnc.org

1-866-998-2597



Trillium
HEALTH RESOURCES

Member & Recipient Services Line: [1-877-685-2415](tel:1-877-685-2415) (Monday-Saturday 7am-6pm)

Behavioral Health Crisis Line: [1-888-302-0738](tel:1-888-302-0738) (24/7/365)

Please visit www.trilliumhealthresources.org/consolidation for more information about the consolidation.

Like and follow us on Facebook, Instagram, and X!

Facebook: [Trillium Health Resources](#)

Facebook: [Trillium Direct Connect for Recovery](#)

Facebook: [Trillium Direct Connect for Enrichment](#)

Instagram: [@TrilliumHealthResources Instagram](#)

X: [@TrilliumNC X](#)

Agenda

TOWN OF WALLACE
TAX REQUEST
RELEASE DATE APRIL 15, 2024

NAME	TOWNSHIP	TOWN	FIRE DISTRICT	TAX YEAR	ACCOUNT NUMBER	COUNTY TAX	CAPITAL FUND	TOWN TAX	FIRE DISTRICT	LATE LIST PENALTY	SOLID WASTE	TOTAL RELEASE	REASON FOR RELEASE	
CAROLINA TELEPHONE	09	T-79		2023	1549441			\$ 331.13				\$ 331.13	MILED IN ERROR	
												\$ -		
GRAND TOTAL						\$ -	\$ -	\$ 331.13	\$ -	\$ -	\$ -	\$ 331.13		
SUBMITTED BY: <i>[Signature]</i>													FINAL APPROVAL BY: <i>[Signature]</i>	DATE APPROVED: <i>5-10-24</i>



Airport Commission Month End Report April 2024



Airport Staff	
Josh Raynor	Airport Director
Danny Oxendine	Airport Technician
AJ Warren	Sub Airport Technician

Airport Commission Members	
Larry Debose, Vice Chair	Grey Morgan
Joe Bryant	Dexter Edwards
AJ Connors	Scotty Kennedy
Roger Davis	Jerry Tysinger
Jack Alphin, Chair	

Operating Hours
Monday - Friday 7am - 6pm
Saturday 8am - 6pm
Sunday 1pm- 6pm
Closed
Thanksgiving & Christmas Day

Month	Av-Gas Sales	Jet-A Sales	Total	Av-Gas Gals	Jet-A Gals	Total	Previous FY
							Gallons
July	\$8,946.33	\$43,465.46	\$52,411.79	1,654.08	11,207.38	12,861.46	18,946.72
August	\$7,015.58	\$71,587.02	\$78,602.60	1,272.03	16,750.29	18,022.32	26,582.48
September	\$8,740.47	\$52,338.35	\$61,078.82	1,583.66	11,395.90	12,979.56	17,152.58
October	\$19,568.44	\$131,393.10	\$150,961.54	3,692.13	28,870.81	32,562.94	23,283.74
November	\$8,328.76	\$97,974.81	\$106,303.57	1,597.44	22,076.08	23,673.52	15,743.63
December	\$11,165.75	\$42,477.58	\$53,643.33	2,259.07	9,606.23	11,865.30	11,406.66
January	\$5,256.03	\$69,409.50	\$74,665.53	1,047.24	16,873.72	17,920.96	14,740.29
February	\$8,790.09	\$51,609.69	\$60,399.78	1,732.05	11,767.63	13,499.68	16,364.15
March	\$19,422.02	\$96,158.39	\$115,580.41	3,867.56	22,399.04	26,266.60	31,026.20
April	\$18,272.19	\$89,124.67	\$107,396.86	3,478.96	20,744.38	24,223.34	20,870.16
May			\$0.00				14,641.42
June			\$0.00				17,410.79
TOTAL	\$115,505.66	\$745,538.57	\$861,044.23	22,184.22	171,691.46	193,875.68	228,168.82

Operations YTD Totals			
	# Aircraft	# Operations	# Passengers
July	509	1017	1201
Aug	533	1066	1303
Sept	432	863	1004
Oct	633	1266	1457
Nov	459	917	1079
Dec	422	843	1054
Jan	381	761	928
Feb	299	597	716
Mar	406	811	996
Apr	447	894	1191
May			
Jun			
Totals	4521	9035	10929
<i>Avg/MTh</i>	<i>452.1</i>	<i>903.5</i>	<i>1092.9</i>

Products Sold	April	YTD
Hangar/Shop Rental	\$9,700.00	\$154,820.83
Oil Sales	\$49.75	\$563.31
Call Out Fees	\$0.00	\$1,575.00
Ramp Fees	\$0.00	\$400.00
Vending	\$100.00	\$1,132.50
Tiedown Fees	\$0.00	\$30.00
Ground Lease	\$3,811.50	\$40,740.00
Misc. Revenue	\$0.00	\$10,072.26
Fuel Sales	\$107,396.86	\$861,044.23
Total Sales- All Products	\$121,058.11	\$1,070,378.13

Fuel by Percentage	
Av-Gas % of Total	11%
Full Price Gals	41%
Discounted Gals	59%
Avg Gals Av-Gas/Month	2,218
Jet-A % of Total	89%
Full Price Gals	7%
Discounted Gals	93%
Avg Gals Jet-A/Month	17,169
Avg Gals/Mth Both Fuels	19,388.00
Avg Gals/Mth Both Fuels Last Year	19,014.00

Facts and Figures	
Airport Commission meets 4th Tuesday's at 7pm	
DPL Total Economic Impact is \$70,000,000.00	
2024 Based Aircraft Value is ~\$46,441,240	
Based A/C values up \$13.7 million over last year	
~45 Based Aircraft	
Check us out on Facebook-Duplin County Airport	
Preferred Refueling Stop	

Recent Project Activity & Updates	
Third highest fuel sales this fiscal year.	
Selected Micheal Baker International as second on call engineer.	
Taxiway Connector A3 designed and waiting to bid	
Fuel farm design completed, waiting to bid, cost estimate looks good at \$1.9m	
All new T-hangars & Legacy T-hangars fully occupied. Communal hangar full now.	
Planning stages to spend money from legislator	
Close to filling full-time position	Economic Impact study is underway

Project Update		
Project Name	Project #	\$ Amount
Drainage Assessment	7549	\$100,000.00
Drainage Repair	7549	\$310,000.00
Connector Txwy Design	7553	\$97,625.00
Fuel Farm Design	7554	\$99,931.00
Legislative Ask	7555	\$5,000,000.00
Total Project \$		\$5,607,556.00

Shelter Statistics - Intake

Start Date: April 01, 2024

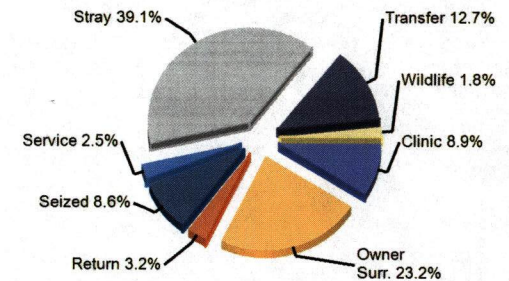
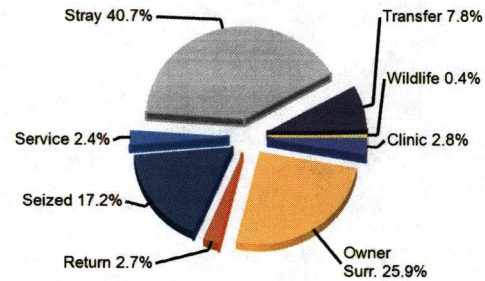
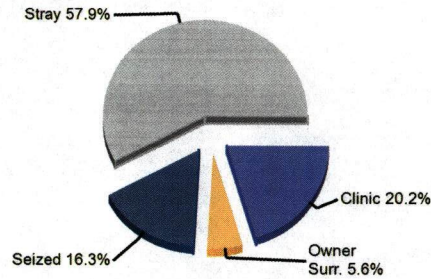
End Date: April 30, 2024

does not include your shelter's data

does not include your shelter's data

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (54 organizations)					United States (1296 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Intakes That were:															
Previously Altered	0	0	0	2	0	63	372	130	328	3	4,275	13,894	3,523	12,243	189
Totals by Intake															
Clinic	2	18	0	16	0	24	99	21	29	0	2,036	4,696	2,211	4,658	97
Owner Surrender	0	2	6	2	0	334	365	462	416	10	5,896	9,166	9,403	9,442	1,658
Return	0	0	0	0	0	30	74	19	42	0	940	2,094	409	1,351	61
Seized	13	16	0	0	0	107	376	186	348	36	1,891	6,170	1,247	2,644	1,268
Service	0	0	0	0	0	7	15	35	93	0	364	1,449	510	1,502	52
Stray	52	24	11	16	0	364	689	710	721	11	8,924	18,361	16,844	14,980	849
Transfer	0	0	0	0	0	105	96	156	119	4	5,923	4,212	5,400	3,764	231
Wildlife	0	0	0	0	0	0	0	0	0	24	0	0	0	0	2,717
Total	67	60	17	34	0	971	1,714	1,589	1,768	85	25,974	46,148	36,024	38,341	6,933



Earliest entry: 4/1/2024

Latest entry: 4/30/2024

Daily Use Date: 11/2/2013

Run Date: 5/3/2024 11:25:05 AM



Shelter Statistics - Outcome

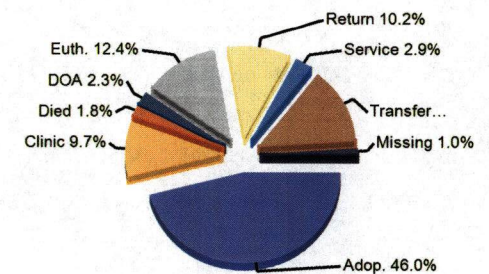
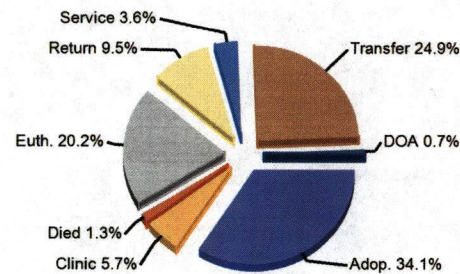
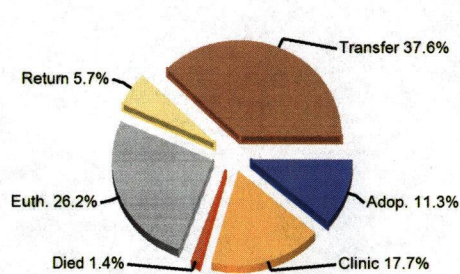
Start Date: April 01, 2024
End Date: April 30, 2024

does not include your shelter's data

does not include your shelter's data

USNC100
Duplin County Animal Services

	Your Shelter					North Carolina (54 organizations)					United States (1296 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Person															
A) Have Email Address	0	0	0	0	0	382	626	332	491	11	16,158	23,254	13,076	19,406	1,782
B) Have Phone Number	8	20	3	18	0	517	1,119	401	658	33	18,155	32,239	14,615	23,254	2,245
C) Have ZipCode	8	20	3	18	0	518	1,127	392	645	33	17,950	31,887	14,423	22,379	2,179
Totals by Outcome															
Adoption	6	4	3	3	0	424	568	365	446	17	14,960	17,512	12,066	16,106	1,835
Clinic	2	8	0	15	0	39	189	8	66	0	2,001	4,344	2,179	4,665	63
Died	0	0	2	0	0	8	9	39	14	0	316	240	1,183	528	237
DOA	0	0	0	0	0	0	6	1	2	4	40	1,032	74	1,252	707
Euthanasia	1	20	0	16	0	62	416	94	481	27	1,446	7,710	1,474	4,757	1,482
Missing	0	0	0	0	0	0	1	1	7	0	29	180	64	313	26
Return To Owner	0	8	0	0	0	51	371	2	79	4	1,184	10,606	318	1,724	98
Service	0	0	0	0	0	7	14	53	118	0	289	887	376	2,360	10
Transfer	33	17	0	3	0	292	323	334	374	8	3,980	5,120	3,606	4,889	844
Wildlife	0	0	0	0	0	0	0	0	0	13	0	0	0	1	805
Total	42	57	5	37	0	883	1,897	897	1,587	73	24,245	47,631	21,340	36,595	6,107



Earliest entry: 4/1/2024
Latest entry: 4/30/2024

Daily Use Date: 11/2/2013
Run Date: 5/3/2024 11:25:05 AM



Shelter Statistics - Avg Length of Stay by Intake Type

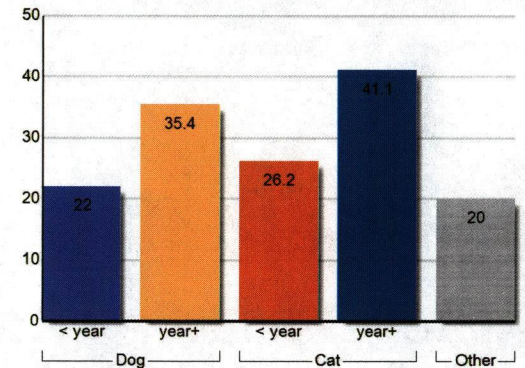
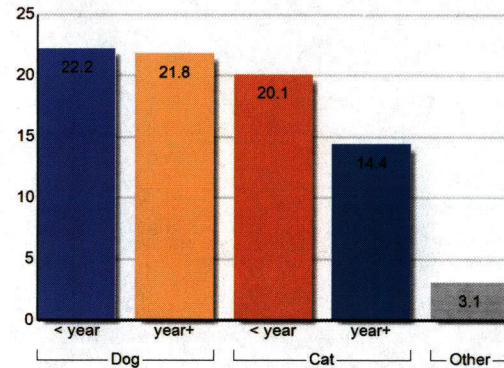
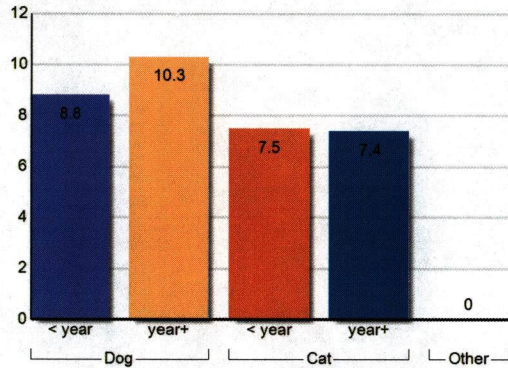
Start Date: April 01, 2024
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does not include your shelter's data

does not include your shelter's data

USNC100
Duplin County Animal Services

Intake Type	Your Shelter					North Carolina (54 organizations)					United States (1296 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Clinic	0	0.7	0	0	0	10.3	2.5	6.2	3.2	0	1.8	10.1	2.3	7.7	0.7
Owner Surrender	0	11.7	8	0	0	24.4	27	16.9	16.9	7.4	22.2	37.5	24	50.4	30.1
Return	0	0	0	0	0	25.9	16.4	7.9	11	0	15.2	55.5	13.4	52.5	39.8
Seized	7.1	10.2	0	16.2	0	17.5	17.8	17.9	6	2	25.5	40.5	26.9	51.1	46.2
Service	0	0	0	0	0	0	6.9	5.1	2.7	0	6.2	5.3	10.4	12.7	1.5
Stray	9.4	13.1	7.4	11.8	0	19.7	22.5	24.7	18.6	10.2	25.7	35.9	35.7	46.9	27.1
Transfer	0	0	0	0	0	34.6	51.4	20.5	16.8	4.1	25	50.4	24	39	46.6
Wildlife	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2.9
Total	8.8	10.3	7.5	7.4	0	22.2	21.8	20.1	14.4	3.1	22	35.4	26.2	41.1	20



Earliest entry: 4/1/2024
Latest entry: 4/30/2024

Daily Use Date: 11/2/2013
Run Date: 5/3/2024 11:25:05 AM



Shelter Statistics - Avg Length of Stay by Outcome Type

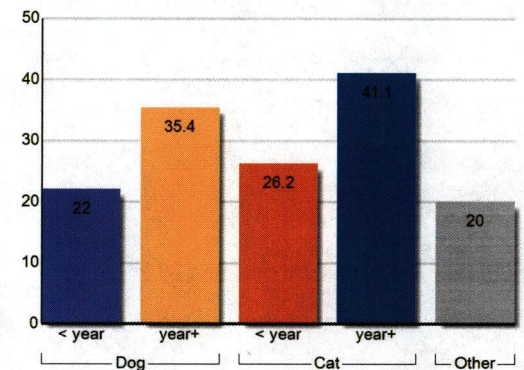
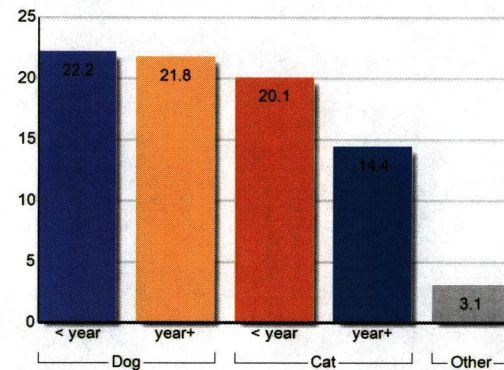
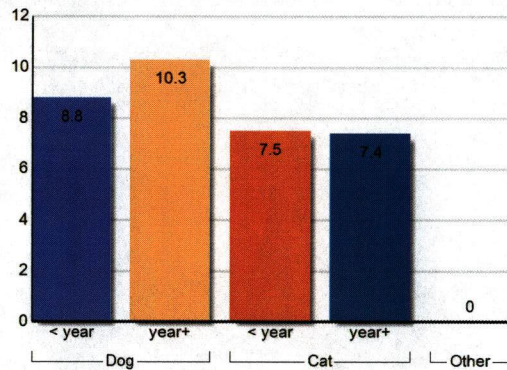
Start Date: April 01, 2024
End Date: April 30, 2024

does not include your shelter's data

does not include your shelter's data

USNC100
Duplin County Animal Services

Outcome Type	Your Shelter					North Carolina (54 organizations)					United States (1296 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Adoption	6.1	10.2	11.3	17.6	0	31.2	39.8	34.9	30.9	8.5	27.6	58.7	37.8	43	38.2
Clinic	0	0.7	0	0	0	1.9	2.5	1	2.6	0	1.6	2.4	2.5	3	1
Died	0	0	1.8	0	0	36.8	9.1	14.5	11.8	0	19.1	83.4	12.4	79.1	20.7
Euthanasia	3.2	9.2	0	9.8	0	22.1	22.1	7.6	6.3	0	17.4	21	6.5	10.9	1.9
Missing	0	0	0	0	0	0	586.8	611.1	36.2	0	172.9	1192.8	244.9	1239.8	991.9
Return To Owner	0	5.4	0	0	0	7.1	3.9	1.1	4.8	2.1	3.6	4.4	10.5	10	5.7
Service	0	0	0	0	0	0	0	8.3	2.1	0	4	7.1	9.1	5.7	6.7
Transfer	10	18.5	0	21.1	0	14.5	21.7	8.8	12.7	9.1	19	39.2	13.9	58.7	16.4
Wildlife	0	0	0	0	0	0	0	0	0	0.1	0	0	0	8.2	4.5
Total	8.8	10.3	7.5	7.4	0	22.2	21.8	20.1	14.4	3.1	22	35.4	26.2	41.1	20



Earliest entry: 4/1/2024
Latest entry: 4/30/2024

Daily Use Date: 11/2/2013
Run Date: 5/3/2024 11:25:05 AM

Shelter Statistics – Animal Care Days by Intake Type

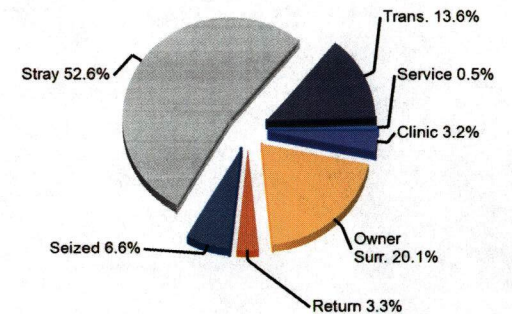
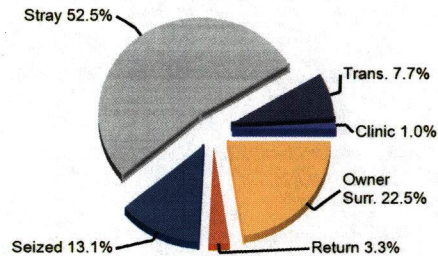
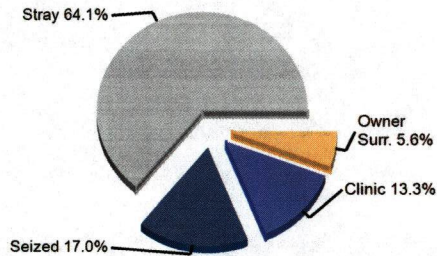
Start Date: April 01, 2024
End Date: April 30, 2024

does not include your shelter's data

does not include your shelter's data

USNC100
Duplin County Animal Services

Intake Type	Your Shelter					North Carolina (54 organizations)					United States (1296 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Total	694	692	173	280	0	32323	94490	40116	37319	1498	1497941	3195659	1844624	1736137	223464



Earliest entry: 4/1/2024
Latest entry: 4/30/2024

Daily Use Date: 11/2/2013
Run Date: 5/3/2024 11:25:05 AM



Shelter Statistics – Animal Care Days by Outcome Type

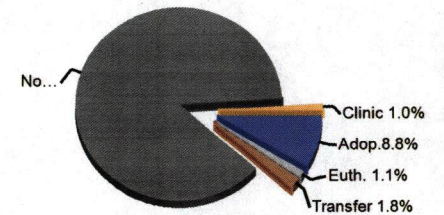
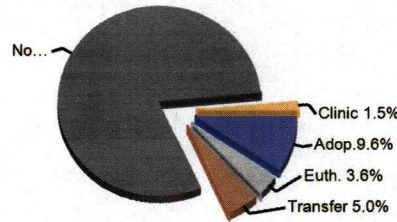
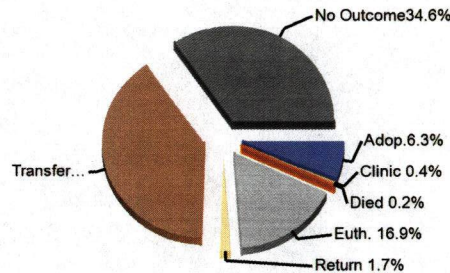
Start Date: April 01, 2024

End Date: April 30, 2024

does not include your shelter's data

does not include your shelter's data

USNC100 Duplin County Animal Services	Your Shelter					North Carolina (54 organizations)					United States (1296 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Outcome Type															
Adoption	27	21	55	13	0	5317	5893	4795	3683	130	193355	201909	165285	168989	19652
Clinic	0	7	0	0	0	74	330	14	100	0	1634	3355	2877	4608	48
Died	0	0	4	0	0	69	22	234	161	0	2708	1803	8981	3013	944
Euthanasia	32	148	0	131	0	1145	3237	575	2474	1	15066	50422	7078	17419	1397
Missing	0	0	0	0	0	0	25	0	54	0	996	1098	2426	1288	218
Return To Owner	8	23	0	0	0	212	996	13	301	8	3964	24223	1572	6697	331
Service	0	0	0	0	0	0	0	177	233	0	533	2433	1655	7383	38
Transfer	512	181	18	22	0	2552	2929	2149	2691	62	40294	47189	25627	32712	4841
Wildlife	0	0	0	0	0	0	0	0	0	1	0	0	0	8	1887
No Outcome	115	311	96	114	0	22953	81059	32159	27620	1295	1239390	2863218	1629123	1493969	194104
Total	694	692	173	280	0	32323	94490	40116	37319	1498	1497941	3195659	1844624	1736137	223464



Earliest entry: 4/1/2024

Latest entry: 4/30/2024

Daily Use Date: 11/2/2013

Run Date: 5/3/2024 11:25:05 AM



Shelter Statistics - Fees and Revenue

Start Date: April 01, 2024
End Date: April 30, 2024

does not include your shelter's data

does not include your shelter's data

USNC100
Duplin County Animal Services

Intake Revenue

Fees

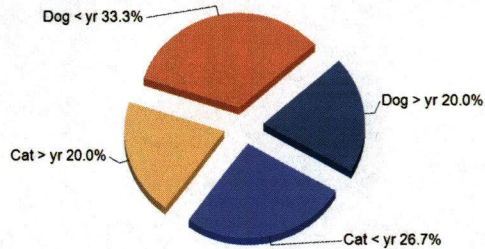
	Your Shelter					North Carolina (54 organizations)					United States (1296 organizations)				
	Dog		Cat		Other	Dog		Cat		Other	Dog		Cat		Other
	< year	year+	< year	year+		< year	year+	< year	year+		< year	year+	< year	year+	
Avg Fees (\$)	0	10	0	0	0	12	23	25	25	0	59	71	50	59	39
Total Revenue (\$)	0	20	0	0	0	50	395	25	75	0	27,100	142,425	27,080	96,564	8,887

Adoption Revenue

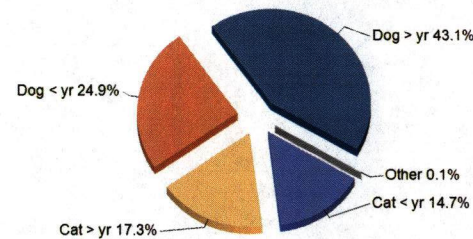
Fees

Avg Fees (\$)	10	10	20	15	0	100	111	84	70	15	231	134	106	73	46
Total Revenue (\$)	50	30	40	30	0	13,666	23,651	8,038	9,471	30	1,408,531	1,097,224	516,300	562,990	39,776

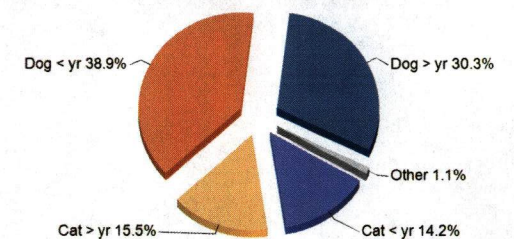
Total Adoption Revenue



Total Adoption Revenue



Total Adoption Revenue



Earliest entry: 4/1/2024
Latest entry: 4/30/2024

Daily Use Date: 11/2/2013
Run Date: 5/3/2024 11:25:05 AM



Intake Detail Report

Print Date Friday, May 3, 2024

Intake StartDate	4/1/2024 12:00 AM	Jurisdiction	All
Intake EndDate	4/30/2024 11:59 PM	Injury Cause	All
Intake Type	All	PreAltered	All
Intake SubType	All	Site Name	All
Species	All	Age Group	All
DOA	All	Animal Tag Type	All
Intake Status	Completed		

Animal#	Animal Name	Species	Breed	Age	Gender	Color	PreAltered	IntakeDate	Intake Type	PetID
ARN	Tag type	Size	Location / Sublocation	Altered	Danger	Danger Reason	S/N	By	Subtype	DOA

Clinic	Total Intakes: 36	Total Unique Animals: 36
Owner/Guardian Surrender	Total Intakes: 10	Total Unique Animals: 10
Seized / Custody	Total Intakes: 29	Total Unique Animals: 29
Stray	Total Intakes: 103	Total Unique Animals: 103

Total Count: 178

Outcome Summary Report

Print Date Friday, May 3, 2024

Outcome StartDate	4/1/2024 12:00 AM	Outcome Type	All
Outcome EndDate	4/30/2024 11:59 PM	Outcome SubType	All
Species	All	Jurisdiction	All
Age Group	All	TransferOut Reason	All
Site	All	Outcome Status	Completed

Animal#	Name	Species	Primary Breed	Age	Sex	Alter	Outcome Type	Outcome SubType	Outcome By	Recorded By
ARN#	Secondary Breed	Danger	Danger Reason	Jurisdiction	TransferOut Reason	Outcome Date/Time				
Adoption							Total Outcomes: 16	Total Unique Animals: 16		
Clinic Out							Total Outcomes: 25	Total Unique Animals: 25		
Died							Total Outcomes: 2	Total Unique Animals: 2		
Euthanasia							Total Outcomes: 37	Total Unique Animals: 37		
Return to Owner/Guardian							Total Outcomes: 8	Total Unique Animals: 8		
Transfer Out							Total Outcomes: 53	Total Unique Animals: 53		
Total Count:								141		

Case Detail

Print Date Friday, May 3, 2024

Case Category	All	Case Result	All	Include Activities	False
Case Type	All	Case Result By	All	Include Conditions	False
Case SubType	All	Case Memo Type	All	Include Memos	False
Case Status	All	Include Case Address	False	Include Violations	False
Case Officer	All	Include Animal Info	False	Based On	Case Date/Time
Officer Site	All	Include Person Info	False	Date From	4/1/2024 12:00 AM
Case Jurisdiction	All	Include Animals	False	Date To	4/30/2024 11:59 PM
City	All	Include Persons	False		
Patrol Area	All				

<u>Case#</u>	<u>Case Category</u>	<u>Case Type</u>	<u>Case Date/Time</u>	<u>Case Status</u>	<u>Case Officer</u>	<u>Case Jurisdiction</u>	<u>Case Result</u>	<u>Case Result Date/Time</u>
	<u>Case Reference #</u>	<u>Case SubType</u>	<u>Reported Date/Time</u>			<u>Patrol Area</u>	<u>Case Result By</u>	<u>Case Review Date/Time</u>

abandoned on property								3
assist law enforcement								1
Bite / Scratch								12
Enforcement								7
KILLED DOMESTICATED ANIMAL								2
Stray								35
SUSPECTED FOR RABIES								1
Welfare Check								7
Wildlife								1

Total Count: 69

DUPLIN COUNTY BUILDING INSPECTIONS ACTIVITY NOVEMBER 2023 TO APRIL 2024	November-23	December-23	January-24	February-24	March-24	April-24
NUMBER OF INSPECTIONS	738	568	680	748	844	886
NOTES	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY	FLORENCE RECOVERY
BUILDING PERMITS ISSUED						
NEW RESIDENCE	12	2	6	12	18	18
RESIDENTIAL ADDITION/RENOVATION/ALTERATIONS	3	3	5	10	14	11
COMMERCIAL/MULTI FAMILY NEW CONSTRUCTION	2	1	2	3	0	0
COMMERICAL ADDITION/RENOVATION/UPFIT	12	11	11	7	7	15
MANUFACTURED/MODULAR HOMES	21	16	24	31	29	28
SIGNS/ABC/DAYCARE/POOL/OTHER	7	4	9	7	8	14
STORM DAMAGE RENOVATION	0	0	0	0	0	0
RELOCATED BUILDING	0	1	0	1	0	2
STORAGE BLDG./DECK/PORCH	5	2	0	8	2	2
ELECTRICAL PERMITS ISSUED						
GENERAL ELECTRICAL	99	77	122	121	129	149
POULTRY/SWINE HOUSES	0	0	0	6	0	0
POOL BONDING	1	0	0	0	1	1
MECHANICAL PERMITS ISSUED						
MECHANICAL	49	51	63	86	60	94
PLUMBING PERMITS ISSUED						
PLUMBING	52	34	52	58	69	60
GAS PIPING	14	6	6	5	9	8
INSULATION PERMITS ISSUED						
INSULATION	2	2	2	1	1	1
FEES COLLECTED	28,646.56	22,287.80	34,114.76	39,113.16	41,695.80	35,757.84



THE CULTIVATOR
A Review of April 2024

DUPLIN COUNTY CENTER

Duplin County Center
 165C Agriculture Drive
 Kenansville, NC 28349

Website: <https://duplin.ces.ncsu.edu>
 Duplin County Center-NCCE Facebook: <https://go.ncsu.edu/zgvcr9a>
 4-H Facebook: <https://go.ncsu.edu/om3spc0>

Phone: 910.296.2143
 Fax: 910.296.2191

Amanda Hatcher
 County Extension
 Director, Livestock

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

Wanda Hargrove
 Support Specialist:
 Agriculture, Livestock,
 Facilities Coordinator

Jessica Hall
 Livestock and Forages

Della King
 Agriculture, Field Crops

Tom Hroza
 Horticulture

Rachel Ezzell
 Family and Consumer
 Science

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

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

Bridget Huffman
 4-H Youth Development

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

Jasmine Williams
 4-H Prevention
 Coordinator

Notes from the Director..... Amanda Hatcher

- Continued to work on graduate business course
- Attended county department head meeting and county department head retreat
- Facilitated staff meetings and staff training
- Completed employee evaluations and set up evaluations for July for agents
- Attended district advisory session in Kinston with three Duplin advisory members
- Completed state trainings as needed
- Conducted Voluntary Agricultural District meeting

Livestock..... Amanda Hatcher, Livestock and Forage

- Assisted 21 farmers in nutrient management and 4 farmers in crop management
- Continued to assist pork producers with the state permit renewal process
- Prepared for May animal waste training
- Assisted with teaching initial animal waste class in Goldsboro
- Prepared for career development sessions at area high school and for Voluntary Agricultural District meeting
- Face-to-face contacts: 152, Non face-to-face contacts: 216

Livestock..... Jessica Hall, Livestock and Forage

- Assisted with Coastal Plains Livestock Show and Sale
- Hosted monthly Duplin County Cattlemen's Association Meeting with guest speaker Dr. Noah Ranells from NCSU discussing Farm Succession. Contact jessica_hall@ncsu.edu or nranell@ncsu.edu for a free consultation about farm succession planning. Also, note that there will be a Farm Succession and Land Summit Workshop at the Duplin County Extension Office on November 15th where this information will be covered in more depth.
- Conducted Chicken Showmanship workshop in Pender County, and assisted with the one at Duplin County.
- Attended the James Sprunt Community College Animal Science Department's Advisory Council Meeting. The college is doing great things; be sure to check them out!
- Conducted regular maintenance on the Duplin County Livestock Facility including cleaning scales and having them certified by the NCDA.
- Provided technical assistance to producers as needed.
- Face-to-face contacts: 156, Non face-to-face contacts: 658

**Britt Building
Monthly
Usage**

**April
Total number
of events:
48**

**Total attendance
for the events:
2024**

**Public events:
46**

**Private events:
2**

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

North Carolina State University, North Carolina A&T State University, U.S. Department of Agriculture, and local governments cooperating.

Field Crops..... Della King, Field Crop Agent

- Assisted Growers as needed with Farm/Field Visits
- Attended the Monthly Agronomic Crop/Irrigation Zooms, and Agent Trainings
- Assisted 4-H in Schools with Embryology
- Attended NCACAA Board Meeting via Zoom
- Planted Corn OVT Irrigated Research Trial
- Surveyed some Crops for Phase II of Beta Testing
- Face-to-face contacts: 72, Non face-to-face contacts: 154

Horticulture..... Tom Hroza, Horticulture

- Presented Monarch Butterflies to the Duplin extension and Community Association
- Spoke to 1st Graders at Beulaville Elementary about the importance of pollinators to our food supply.



- Provided information about variety of selection, When buying your tomato plants look for those that are resistant to Tomato Spotted Wilt Virus.
- Attended a Strawberry Field Day at Cottle Farms and were introduced to the new promising varieties. Strawberries are plentiful, be sure to support your local farmer.
- Worked with FCS Agent at Kenansville Elementary Pre-K for gardening Program.
- Face-to-face contacts: 186, Non face-to-face contacts: 1,140



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

Goodness Grows Here



- Concluded nutrition education programming with Kenansville Elementary Pre-K for the school year. The partnership with the school garden at this site looks great thanks to horticulture agent, Tom Hroza's support. (Picture left)
- Assisted Sampson County FCS agent with a 3rd grade STEAM program & met to discuss planning for a cross county EMFV training in the fall.
- Hosted a district professional development workshop for 18 middle and high school FCS teachers. This was a collaboration from several FCS agents in the southeast as well as a campus representative with NCSU Extension.



- Attended advisory council meeting for Senior Services and the sub-committee meeting addressing chronic disease prevention in Duplin County.
- Completed spring semester graduate coursework in Volunteerism in Youth and Family Settings as well as Evaluation in Agricultural and Human Sciences.
- Assisted 4-H Agent with Duplin 4-H Food Show.

- Spent much of the month focused on home food preservation. Attended two workshops in Raleigh, hosted two practice sessions as continuing education with our Extension Master Food Volunteers (EMFV), and offered boiling water canning and pressure canning workshops to the public. (Picture rightt)
- Face-to-face contacts: 317, Non face-to-face contacts: 2,207



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

- Assisted Della, field crops agent, with putting in the corn test plot.
- Hosted a pesticide exam with NCDA, 22 people took the exam.
- Registered several growers for the Disaster Preparedness Workshop.
- Assisted several growers with pesticide license questions.
- Face-to-face contacts: 17, Non face-to-face contacts: 84



4-H and Youth Development..... Bridget Huffman, 4-H Agent

- Hosted the annual Duplin County 4-H Food Show held May 24 at the Duplin Extension office.
- The following won honors: Senior Fruit: 1st place Arabella Crews and 2nd place Y'Anna Rivers; Junior Meat: 1st place Liam Robinson, 2nd place Blayton Moulton, and 3rd place Mason Smith; Junior Fruit: 1st place Jackson Smith and 2nd place Meah Monk; Junior Grain: 1st place Maddie Beasley; Junior Milk: 1st place Kemani Rivers; and Junior Vegetable: 1st place Yohsiah Crews. Cloverbud participants were: Zuri Bradshaw, Davina Crews, Carson Smith, Emerson Smith, Daxton Moulton, Aubrey Bryant, Alivia Williams, and Kingsley Cason. (Picture right)



- Hosted 2nd annual SED 4-H Bee Bowl was held in Duplin County. Duplin, Onslow, and Robeson counties participated. Bee Bowl winners pictured below.

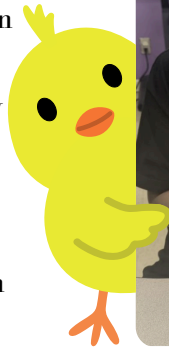


- Team Bowl Winners:
 - 1st place, Robeson County
 - 2nd place, Duplin County
 - 3rd place, Onslow County
- Individual Jr. winners:
 - 1st Juliann Bryan, Onslow County
 - 2nd Annaka Smith, Onslow County
 - 3rd Samuel Ford, Onslow County
- Individual Sr. winners:
 - 1st Jasmine King, Robeson County
 - 2nd Ailcen Burger, Duplin County
 - 3rd Walt Malloy, Robeson County

- Thank you to Duplin's coach and club leader Leslie Gosnell for the last two years of her vision for this district bee bowl and we hope it continues to grow! Also special thanks to Daniel & Tonia Southard, Duplin club leaders and volunteers for their help as well!
- The SEDAE4-HYDP met on May 18 in Wayne County at the Cry Freedom Missions Shoppe & Cafe. Before our business meeting and lunch, the owner of the Cafe spoke with us about their mission work on human trafficking.
- Taught at Lynda's Funtime Junction Afterschool in Wallace. The kid's made and decorated paper rainbows.
- Attended county staff updates, 4-H updates and Trainings, Reports, and State Extension updates .
- Judging state title promotions for Extension professionals across the state in Raleigh. 45 applicants applied for title promotions.
- Face-to-face contacts: 1,886, Non face-to-face contacts: 4,250

Charmae Kendall, 4-H Agriculture/Livestock Program Assistant

- Assisted with Coastal Plains Livestock Show and Sale including facilitating the show for 14 Duplin 4-H Pig Project youth, raising funds to support several regional projects, and assisting youth with projects raised at home
- Assisted with Chicken Showmanship Workshop in preparation for the Coastal Plains Chicken Show
- Conducted Embryology Program for three county schools (Picture right)
- Conducted Farm Calendar Spring Program for kindergartners at 2 schools
- Presented an update to Duplin Farm Bureau with 4-H'ers to thank them for their support
- Face-to-face contacts: 565, Non face-to-face contacts: 4,924



Jasmine Williams, 4-H Prevention Coordinator

- Attended JCPC meeting.
- Completed Retail Verification List Update for Synar funding
- Continued monthly merchant education activities for Duplin and Sampson counties

FY 2024
SALES TAX REPORT FOR THE PURCHASE MONTH OF FEBRUARY RECEIVED IN MAY

ARTICLE 39

PURCHASE MONTH	DISTRIBUTION MONTH	FY 24 ACTUAL	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
JULY	OCTOBER	495,991.40	460,818.32	457,573.41	427,182.25
AUGUST	NOVEMBER	513,122.83	479,755.43	427,349.77	392,404.62
SEPTEMBER	DECEMBER	490,037.02	496,342.32	414,041.24	405,011.20
OCTOBER	JANUARY	460,118.92	463,630.99	400,175.55	384,453.05
NOVEMBER	FEBRUARY	518,248.14	364,212.57	351,915.06	351,358.13
DECEMBER	MARCH	423,877.90	546,338.21	476,025.91	443,143.03
JANUARY	APRIL	467,630.40	453,297.42	400,423.99	404,614.63
FEBRUARY	MAY	465,628.42	400,734.07	396,214.81	358,703.95
MARCH	JUNE	-	500,590.56	486,430.41	456,776.99
APRIL	JULY	-	476,825.85	483,971.68	459,458.81
MAY	AUGUST	-	514,839.19	436,910.71	440,756.95
JUNE	SEPTEMBER	-	533,561.50	489,732.40	457,573.41
	ARTICLE TOTAL	3,834,655.03	5,690,946.43	5,220,764.94	4,981,437.02

ARTICLE 40

PURCHASE MONTH	DISTRIBUTION MONTH	FY 24 ACTUAL	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
JULY	OCTOBER	286,511.95	277,217.58	314,630.28	270,611.54
AUGUST	NOVEMBER	284,657.82	280,024.99	236,164.76	249,665.05
SEPTEMBER	DECEMBER	240,291.48	275,221.91	236,119.58	264,679.48
OCTOBER	JANUARY	265,881.15	264,742.13	235,572.14	258,943.88
NOVEMBER	FEBRUARY	277,188.00	261,224.00	252,646.72	282,949.70
DECEMBER	MARCH	310,302.54	306,365.33	283,307.22	307,713.65
JANUARY	APRIL	244,364.29	257,322.75	217,544.16	260,832.19
FEBRUARY	MAY	237,471.64	211,806.82	210,454.03	218,240.63
MARCH	JUNE	-	287,821.87	271,478.36	309,547.51
APRIL	JULY	-	254,700.06	268,244.37	289,056.33
MAY	AUGUST	-	284,649.97	265,359.04	321,629.72
JUNE	SEPTEMBER	-	302,591.56	285,899.57	314,630.28
	ARTICLE TOTAL	2,146,668.87	3,263,688.96	3,077,420.23	3,348,499.95

ARTICLE 42

PURCHASE MONTH	DISTRIBUTION MONTH	FY 24 ACTUAL	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
JULY	OCTOBER	35,329.73	23,964.58	2,171.79	21,433.94
AUGUST	NOVEMBER	43,302.05	28,729.47	35,798.87	21,223.96
SEPTEMBER	DECEMBER	2,031.07	42,608.75	29,992.58	17,808.56
OCTOBER	JANUARY	32,498.43	32,862.17	25,284.67	10,615.56
NOVEMBER	FEBRUARY	53,022.92	-9,836.24	(12,782.68)	10,746.11
DECEMBER	MARCH	(16,806.26)	45,798.34	23,571.72	4,059.20
JANUARY	APRIL	52,199.35	35,456.72	42,561.14	21,219.86
FEBRUARY	MAY	57,947.17	45,504.28	42,039.91	28,537.48
MARCH	JUNE	-	34,409.98	39,082.30	93,318.08
APRIL	JULY	-	51,376.66	40,750.36	18,783.51
MAY	AUGUST	-	43,974.94	20,552.71	(13,493.46)
JUNE	SEPTEMBER	-	40,887.13	29,628.10	2,171.79
	ARTICLE TOTAL	259,524.45	415,736.78	318,651.47	236,424.59

ARTICLE 44

PURCHASE MONTH	DISTRIBUTION MONTH	FY 24 ACTUAL	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
JULY	OCTOBER	-	13.09	-	253.14
AUGUST	NOVEMBER	-	10.48	1.74	44.21
SEPTEMBER	DECEMBER	-	-	-	10.14
OCTOBER	JANUARY	-	-	-	15.51
NOVEMBER	FEBRUARY	(0.66)	-	15.33	(22.36)

DECEMBER	MARCH	-	(0.98)	-	(188.91)
JANUARY	APRIL	-	12.27	-	-
FEBRUARY	MAY	-	-	-	18.58
MARCH	JUNE	-	(74.55)	-	4.28
APRIL	JULY	-	-	(103.19)	-
MAY	AUGUST	-	-	(0.02)	-
JUNE	SEPTEMBER	-	-323.15	-	-
	ARTICLE TOTAL	(0.66)	-362.84	(86.14)	134.59

ARTICLE 44-524

PURCHASE MONTH	DISTRIBUTION MONTH	FY 24 ACTUAL	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
JULY	OCTOBER	198,613.11	182,507.34	159,517.49	139,634.41
AUGUST	NOVEMBER	198,640.40	182,454.62	157,647.11	139,815.46
SEPTEMBER	DECEMBER	198,640.40	182,454.62	157,647.11	139,815.46
OCTOBER	JANUARY	198,640.40	182,454.62	157,647.11	139,815.46
NOVEMBER	FEBRUARY	198,743.97	182,485.74	157,748.35	139,812.65
DECEMBER	MARCH	198,743.97	182,485.74	157,748.35	139,812.65
JANUARY	APRIL	198,743.97	182,485.74	157,748.35	139,812.65
FEBRUARY	MAY	198,743.97	182,485.74	157,748.35	139,812.65
MARCH	JUNE	-	182,485.74	157,748.35	139,812.65
APRIL	JULY	-	182,485.74	157,748.35	139,812.65
MAY	AUGUST	-	182,485.74	157,748.35	159,517.49
JUNE	SEPTEMBER	-	198,613.11	182,507.34	159,517.49
	ARTICLE TOTAL	1,589,510.19	2,205,884.49	1,919,204.61	1,716,991.67

CITY HOLD HARMLESS

PURCHASE MONTH	DISTRIBUTION MONTH	FY 24 ACTUAL	FY 23 ACTUAL	FY 22 ACTUAL	FY 21 ACTUAL
JULY	OCTOBER	(110,581.15)	-108,260.82	(119,296.78)	(100,004.97)
AUGUST	NOVEMBER	(109,242.71)	-109,815.57	(91,005.34)	(90,917.30)
SEPTEMBER	DECEMBER	(98,380.36)	-105,304.44	(91,274.94)	(96,637.64)
OCTOBER	JANUARY	(102,623.14)	-103,004.55	(91,133.01)	(95,698.71)
NOVEMBER	FEBRUARY	(104,184.28)	-105,815.88	(103,344.26)	(102,869.56)
DECEMBER	MARCH	(126,022.94)	-116,655.57	(111,531.17)	(114,866.63)
JANUARY	APRIL	(91,366.71)	-98,833.04	(80,256.64)	(94,582.66)
FEBRUARY	MAY	(87,178.83)	-78,456.16	(78,884.60)	(77,852.07)
MARCH	JUNE	-	-111,538.51	(104,233.92)	(116,904.76)
APRIL	JULY	-	-94,740.40	(102,414.29)	(107,968.37)
MAY	AUGUST	-	-109,081.66	(103,751.80)	(124,472.05)
JUNE	SEPTEMBER	-	-116,597.12	(111,820.54)	(119,296.78)
	ARTICLE TOTAL	(829,580.12)	-1,258,103.72	(1,188,947.29)	(1,242,071.50)
	GRAND TOTAL	7,000,777.76	10,317,790.10	9,347,007.82	9,041,416.32

	FY 24 BUDGET	FY 24 ACTUAL	FY 24 ESTIMATES	FY 23 RECEIPTS	FY 22 RECEIPTS
ARTICLE 39	4,314,352.00	3,005,074.91	4,507,612.37	4,432,842.71	4,031,817.65
ARTICLE 40	4,501,358.00	2,146,668.87	3,220,003.30	3,263,688.96	3,077,420.23
ARTICLE 42	342,043.00	259,524.45	389,286.67	415,736.78	318,651.47
ARTICLE 44	-	-0.66	(0.99)	(362.84)	(86.14)
ARTICLE 44-524	2,189,705.00	1,589,510.19	2,384,265.29	2,205,884.49	1,919,204.61
	11,347,458.00	7,000,777.76	10,501,166.64	10,317,790.10	9,347,007.82



PLANNING DEPARTMENT

Per Section 310 of the Duplin County Unified Development Ordinance (UDO) the Duplin County Planning Board is required to submit an annual report to the Duplin County Board of Commissioners. Below are the activities that have been performed by the Planning Board.

Types of approvals.

Major Subdivisions Approved – 0

Minor Subdivisions Approved – 4

Multifamily Development – 1

Minor Subdivisions with Access Easements – 3

Junkyard and Salvage Yard – 1

Solar Energy Facilities – 0

Additional information,

On November 14, 2023 the Duplin County Planning Board swore in new member Clint Blanton.

On December 12, 2023 the Planning Board began the process of reviewing the Duplin County UDO with planning staff and Insight Planning.

On January 9, 2024 Planning Board reviewed and made recommendations to planning staff for changes to the UDO.

On February 13, 2024 the Planning Board made recommendations to Insight Planning and approved to send UDO to the Duplin County Board of Commissioners.

On March 4, 2024 Duplin County Board of Commissioners approved to adopted the Duplin County Unified Development Ordinance.

Sincerely,

Christopher Hatcher
Planning Director

**SENIOR SERVICES
REPORT OF SERVICES**



PROGRAM	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
NUTRITION/CONGREGATE						
Units of Service	1156	1128	1246	1316	1263	1226
Clients Served	127	126	122	125	128	117
Wellness Checks/Community Outreach	25	7	12	6	0	0
# of volunteers	31	31	28	27	23	26
# of volunteer hrs.	229	236	318	302	259	297
HOMEBOUND MEALS						
Units of Service	1375	1350	1525	1165	1115	1260
Clients Served	71	70	63	60	57	54
Waiting List	0	0	0	3	9	9
# of volunteers	21	14	26	23	31	24
# of volunteer hrs.	30	20	34	31	38	29
GENERAL TRANSPORTATION						
Units of Service	254	263	272	269	203	227
Clients Served	15	14	14	10	10	11
IN HOME AIDE						
Units of Service	468	410	511	485	447	450
Clients Served	82	86	83	80	78	74
Waiting List	31	32	30	33	31	31
ENSURE						
# of cases	66	90	68	55	89	93
HOUSING & HOME IMPROVEMENT						
Units of Service	0	0	1	2	4	0
Waiting List	3	3	3	2	0	0
# of volunteer hrs.	0	0	0	48	0	0
# of volunteers	0	0	0	8	0	0
FAMILY CAREGIVER PROGRAM						
Persons served w/vouchers	4	3	2	2	2	2
INCONTINENCE SUPPLIES						
Clients Served	0	1	1	1	0	0
FAN PROGRAM						
Fans given away	0	0	0	0	0	0
SENIOR CENTER PROGRAM						
Units of Service	204	150	247	283	285	253
Clients Served	43	36	39	38	36	38
# of volunteers	12	1	14	2	2	12
# of volunteer hrs.	24	3	25	4	4	20
TELEPHONE REASSURANCE PROGRAM						
Units of Service	230	205	263	256	241	0
Clients Served	14	14	14	14	14	0
INFORMATION & REFERRAL						
Units of Service	14	6	13	14	10	8
Clients Served	14	6	13	12	10	8
TRAINING - EMPLOYEE						
Number of hours	0	42.75	0	0	41	2
Number of staff	0	7	0	0	14	2
INCOME TAX VOLUNTEER PROGRAM						
Number of hours	61	88	160	310	259	104
Number of volunteers	3	9	9	9	7	9
MEAL COST						
Meals Prepared	3198	3335	2402	2500	2382	2195
Total Expenditures	\$ 26,846.16	\$ 28,000.82	\$ 22,273.83	\$ 21,973.18	\$ 22,262.79	\$ 23,686.83
Price per meal	\$ 8.39	\$ 8.40	\$ 9.27	\$ 8.79	\$ 9.35	\$ 10.79
FAMILY CAREGIVER - SUPPORT GROUP						
Persons served	4	4	3	6	0	3
ARPA - CONGREGATE MEALS						
# of meals	25	20	30	20	20	25
Persons served	2	1	2	2	1	1
Breakfast Bundles	97	21	9	80	112	0
ARPA - HOME DELIVERED MEALS						
# of meals	80	80	100	80	70	175
Persons served	4	4	4	4	4	7
Breakfast Bundles	0	0	66	0	0	0



Duplin Soil & Water Monthly Report

Monies Received 2023-24

2023 NCACSP Beginning 07/01/2023	\$	92,814.00
2023 AgWrap Beginning 07/01/2023	\$	30,011.00
Federal EQIP/CSP Allocation 2022	\$	2,640,784.00
EWP Stream Bank Stabilization 2020	\$	546,792.50
Stream Debris Hurricane ETA	\$	237,162.00
StRap Funding	\$	1,656,157.00
EWP Watershed Rehabilitation Funding	\$	30,000.00
NC Farmland Preservation 4 Farms	\$	826,873.50
TOTAL	\$	6,060,594.00

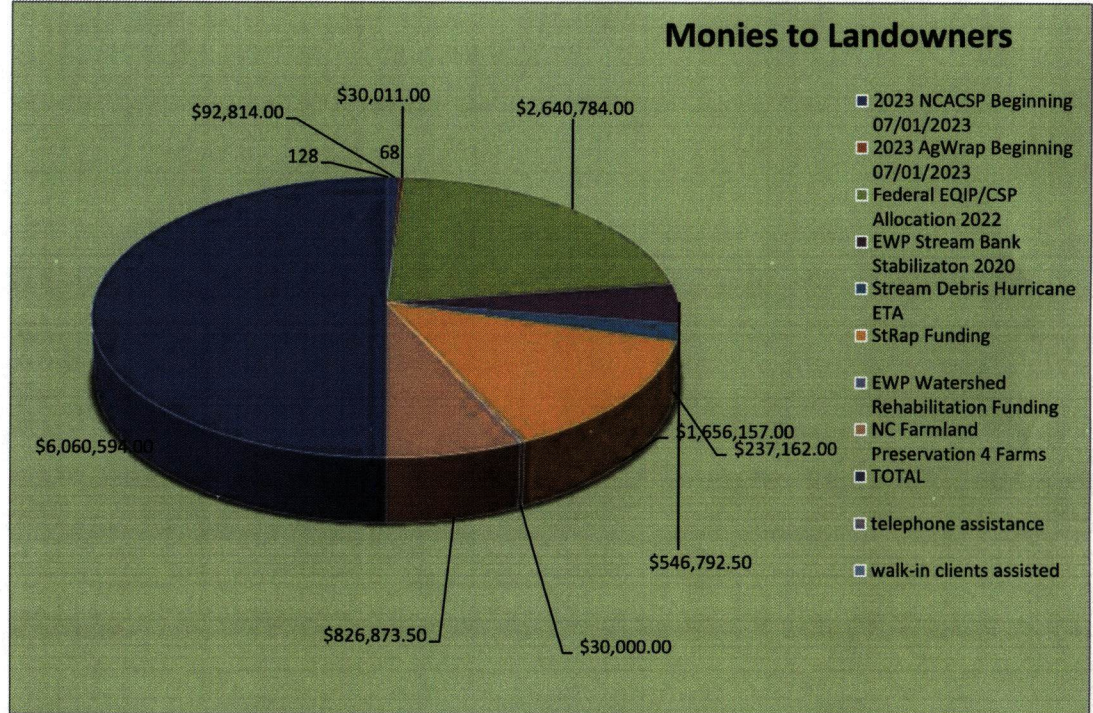
April-24

BMAP Monies collected	\$	1,425.00
BMAP Monies billed		
Beaver Dams Destroyed		37
New NCACSP/NCagwrap Apps/Disaster		3
tile/subsurface drain (feet)		1,000
acreage operations assisted (WUP)		748
telephone assistance		128
walk-in clients assisted		68
Acres of Maps for clients		110
Creek miles inspected		18

David Whaley

signature

Tuesday, April 30, 2024



MILEAGE REPORT

Year/Make/Model	VIN	Miles
2005 Chevy	1GCEK14V85Z321377	104,623
2007 Chevy	1GCEK19C97Z625098	140,426
2016 Ford F150	1FTEW1E86GFC68020	56,866

**DUPLIN COUNTY SOLID WASTE
MONTHLY CATEGORY TOTALS**

APRIL '24	Site 1	Site 2	Site 3	Site 4	Site 5	Site 6	Site 7	Site 8	Site 9	Site 10	Site 11	Site 12	Site 13	Site 14	Site 15	Totals
Electronics										0.50						0.50
Household Garbage	32.06	23.30	45.72	48.53	29.10	49.05	44.98	35.42	26.23	33.25	40.00	36.12	66.95	11.39	48.30	570.40
Household Bulky	8.28	4.54	20.39	28.21	10.61	26.90	11.50	13.14	5.32	25.02	9.60	32.13	20.50	4.20	48.94	269.28
Household Paper	1.10	0.39	0.94	1.35	0.52	1.40	0.52	0.96	0.65	0.60	1.19	0.60	1.82	0.55	0.71	13.30
Household Glass			3.39	3.27				2.69	2.07		2.74					14.16
Household Cardboard	0.99	0.47	1.05	1.41	0.47	1.15	0.80	0.97	0.41	1.09	0.74		1.05	0.44	0.82	11.86
Household Plastics	0.21	0.18	0.68	0.30	0.51	0.42			0.28	0.25	0.29		0.39	0.33	0.22	4.06
Household Metals								0.80	0.39				0.28		0.39	1.86
Household Metal	3.06	0.92	4.17	4.25	3.86	6.93	3.20	3.05	4.04	4.54	3.33	2.82	9.00	2.06	5.16	60.39
Totals	45.70	29.80	76.34	87.32	45.07	85.85	61.00	57.03	39.39	65.25	57.89	71.67	99.99	18.97	104.54	945.81
Private Sector																
Electronics								<u>Citations:</u>	\$400.00							
Household Waste	198.58															
Household Concrete	123.08							<u>Duplin Commons/Events</u>								
Household Construction	1019.11							Paper								
Household Siding	5.15							Cardboard								
Household Trees	87.74							Plastics								
Household Garbage	1728.75							No Chge MSW	8.72							
Household Paper								TOTAL	8.72							
Household Glass	0.41															
Household Cardboard	1.45															
Household Plastic																
Household Metals																
Household Metal	5.45															
Household Chg MSW	10.53															
Household Loads	178.09															
TOTAL	3358.34															

DEER CREEK COUNTY SOLID WASTE

YEAR END CATEGORY TOTALS

2023-2024

ATEGORY	DESCRIPTION	JULY '23	AUG '23	SEPT '23	OCT '23	NOV '23	DEC '23	JAN '24	FEB '24	MAR '24	APR '24	MAY '24	JUN '24	TOTALS
**	GARBAGE	3361.63	3482.25	3224.57	3533.47	3175.90	3082.36	3513.32	3111.25	3225.68	3790.03	0.00	0.00	33500.46
6	SCRAP METAL	49.08	53.42	57.52	52.05	43.67	45.33	50.86	45.44	51.83	65.84	0.00	0.00	515.04
19	YARD WASTE	169.53	88.88	170.94	215.65	1600.44	1247.30	666.51	505.16	103.71	198.58	0.00	0.00	4966.70
20	BRICKS, ETC.	36.57	64.88	27.44	78.21	19.05	141.57	60.44	70.63	84.83	123.08	0.00	0.00	706.70
34	MIXED RECYCLABLES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
36	TIRES	56.35	79.63	102.27	94.08	88.14	62.37	72.76	73.88	82.49	87.74	0.00	0.00	799.71
40	MIXED PAPER	10.71	13.54	10.93	13.62	12.88	13.01	12.52	12.29	10.58	13.30	0.00	0.00	123.38
42	GLASS	12.67	8.60	26.09	8.04	13.02	15.89	11.31	8.41	18.81	14.57	0.00	0.00	137.41
44	CARDBOARD	11.12	11.53	9.52	11.01	11.49	16.46	11.76	13.77	10.27	13.31	0.00	0.00	120.24
47	PLASTIC	3.92	4.59	4.37	3.86	3.87	3.90	4.27	3.58	3.62	4.06	0.00	0.00	40.04
48	CANS	0.81	1.03	3.28	1.50	1.84	1.75	1.98	2.38	2.53	1.86	0.00	0.00	18.96
109	ELECTRONICS	1.18	2.11	0.52	1.82	0.81	2.66	2.58	0.40	5.10	0.50	0.00	0.00	17.68
***	STORM GARBAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
120	BLOCKS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19/124	YARD WASTE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS		3713.57	3810.46	3637.45	4013.31	4971.11	4632.60	4408.31	3847.19	3599.45	4312.87	0.00	0.00	40946.32
	TOTAL MSW	3361.63	3482.25	3224.57	3533.47	3175.90	3082.36	3513.32	3111.25	3225.68	3790.03	0.00	0.00	33500.46

** GARBAGE Includes - Garbage, Site Garbage, Site Bulky, C&D, Roadside, No Chg MSW, Shingles, Banned Materials

*** STORM GARGAGE Includes - Garbage, C&D, Shingles, Materials From