Pender County

Agenda

Board of County Commissioners Meeting
Monday, December 6, 2021 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

		Presenter	Page
1.	CALL TO ORDER		
2.	INVOCATION		
3.	PLEDGE OF ALLEGIANCE		
4.	ADOPTION OF AGENDA		
5.	REORGANIZATION		
	5.1. Assign County Attorney Trey Thurman as Moderator.		
	5.2. Nomination and Selection of Chairman and Vice-Chairman.		
6.	PUBLIC HEARING		
	6.1. Public Hearing and Resolution to Name and Address Resoe Creek Road Road Naming & Addressing of Resoe Rd - Pdf	Dickson	5 - 9
7.	PUBLIC INFORMATION		
	7.1. Recognition of Veterans Service Officer Roy Horne for his dedicated service to Pender County Acknowledgement - Pdf	Vann	11
	7.2. Recognition of Ground Foreman Joe Camperlengo for his dedicated service to Pender County Acknowledgement - Pdf	Vann	13
8.	PUBLIC COMMENT		
9.	CONSENT AGENDA		
	9.1. Approval of a Purchase Order for the Emergency Reporting Annual Subscription and Annual Maintenance fee in the amount of $1,508.25. Emergency Reporting - Pdf	Batson	15 - 16
	9.2. Approval of Board of Commissioners meeting calendar for year 2022 BOCC 2022 Meeting Dates - Pdf	Cline	17 - 18
	9.3. Approval of Tax Releases and Refunds November 2021 Releases and Refunds - Pdf	Pound	19 - 21
	9.4. Resolution Amending Article XXI – Travel Policy, Section 3. Transportation B. Meals Meal Policy - Pdf	McEwen	23

9.5.	Approval to Write-Off Bad Debt for the Health Department for Calendar Year 2019: $20,779.20 2019 Bad Debt Write-Off - Pdf	Moser	25
9.6.	Approval of Purchase Order for Lawmen's Safety Supply to purchase Ballistic vests for Emergency Response Team in the amount of $48,038.95. Lawmen's Balllistic vests-ERT - Pdf	Cutler	27 - 32
9.7.	Approval of a Purchase Order to Brenntag for Caustic (Sodium Hydroxide) for Water Treatment for the remainder of FY22: $70,000 POforBrenntag_CausticSodiumHydroxide - Pdf	Keel	33 - 34
9.8.	Approval of a Purchase Order to Amerochem for Ferric Sulfate for Water Treatment for the remainder of FY22: $89,000 POforAmerochem_FerricSulfate - Pdf	Keel	35 - 36
9.9.	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $150 BCCCP Additional Funding - Pdf	Moser	37 - 45
9.10.	Approval of a Budget Amendment for funds in Insurance/Property Loss in the amount of $22,505.00. Insurance/Property loss funds - Pdf	Cutler	47 - 49
9.11.	Reclassification of a position at Department of Social Services Job Classification - Pdf	Stewart	51 - 52
9.12.	Consideration of a purchase order for the lease agreement with Burgaw Now, LLC Lease agreement - Pdf	Vann	53
9.13.	Approval of the Board of Commissioner Meeting Minutes November 15, 2021 BOCC Meeting Minutes November 15, 2021 - Pdf	Cline	55 - 69
10.	APPROVALS AND RESOLUTIONS		
10.1.	Approval of Purchase Order for Penderlea Community Park Playground Park Playground Quotes - Pdf	White	71 - 93
10.2.	Recommendation to award the UCaaS contract and issue purchase order to TrueIP Solutions, Inc. for 5 year service agreement in the amount of $78,100.99 for FY22. Recommendation to award UCaaS Contract and PO to True IP - Pdf	Moore	95 - 174
10.3.	Approval of Engineering Contract with McKim & Creed, Capital Project Ordinance & Resolution, Budget Amendment, and Associated Purchase Order for the US 421 Sewer Pump Station, Force Main, & Water Line Project EngContract_McKim&Creed_CapProOrd_BOA_PO_US421Sewer - Pdf	Keel	175 - 245
10.4.	Consideration of Courthouse Files Relocation Expenses Content and Summary - Pdf	Vann	247 - 258
11.	DISCUSSION		

12. APPOINTMENTS

12.1.	Approval of an Appointment to the Surf City Planning Board Katrina Turner -Resolution Approval - Pdf	Cline	259 - 260
12.2.	Approval of reappointments to the Pender Memorial Hospital Board of Trustees Pender Memorial Hospital Board of Trustees - Pdf	Cline	261 - 277
12.3.	Approval of appointments to the Pender Memorial Hospital Board of Trustees McDuffie and King Applications - Pdf	Cline	279 - 286
12.4.	Approval of reappointment to the Pender County Voluntary Agricultural District Board Jordan Initial Application - Pdf	Cline	287 - 289
12.5.	Approval of reappointment to the Pender County Voluntary Agricultural District Board Wells Initial Application - Pdf	Cline	291 - 293
12.6.	Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee Reappointment - Pdf	Cline	295
12.7.	Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee Reappointment - Pdf	Cline	297
12.8.	Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee Reappointment - Pdf	Cline	299
12.9.	Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee Reappointment - Pdf	Cline	301

13. MAPLE HILL WATER AND SEWER DISTRICT

14. ROCKY POINT WATER AND SEWER DISTRICT

14.1.	Approval of Sale of RPTWSD Property to NCDOT for Hampstead Bypass Project SaleofRPTWSDProperty_HampsteadBypass - Pdf	Keel	303 - 309

15. SCOTTS HILL WATER AND SEWER DISTRICT

15.1.	Acceptance of Easements for Hoover Road Well and Hampstead Tank Well from Pender County Schools EasementsHooverRdWell&HampsteadTankWell - Pdf	Keel	311 - 323

16. MOORES CREEK WATER AND SEWER DISTRICT

17. CENTRAL PENDER WATER AND SEWER DISTRICT

18. PENDER COUNTY BOARD OF HEALTH

18.1.	Approval of the Job Description for Health and Human Services Director 2021 HHS Job Description - Pdf	Moser	325 - 331

19. SOCIAL SERVICES BOARD

20. ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

21. CLOSED SESSION (IF APPLICABLE).

22. 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

23. ADJOURNMENT

Pender County
Request for Action

TO:	Board of County Commissioners
FROM:	Michael Dickson
DATE:	December 6, 2021
SUBJECT:	Public Hearing and Resolution to Name and Address Resoe Creek Road

SUMMARY:
The Pender County Road Naming Ordinance provides that when a public or private road provides access to more than 3 residences a road name shall be assigned.

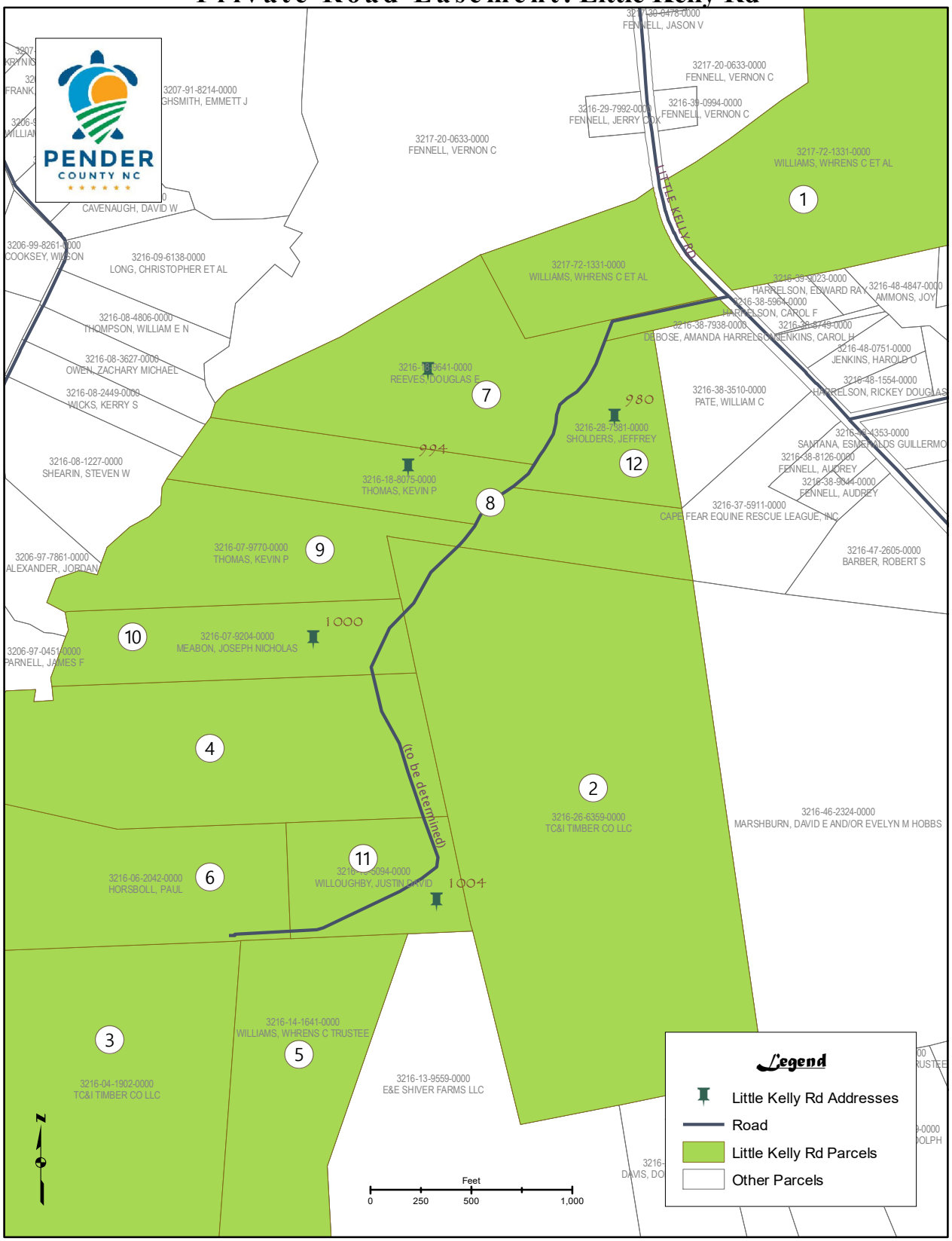
Therefore, to avoid conflicts and delays with emergency and public safety responses, and to provide for conformance with the County's addressing and road naming ordinances, the request is made to assign a road name and to reassign addresses for the three structures.

An unnamed easement off Little Kelly Rd in Rocky Point has exceeded the number of addressable structures required to force the road to be named. A petition was circulated amongst the property owners affected by this, and six of the nine property owners signed the petition in agreement on the name.

The public hearing notice has run in the Pender-Topsail Post and Voice and has been placed in the county courthouse and in the appropriate post office. Public hearing signs have been posted at the entrance of the affected roadways.

ACTION REQUESTED:
To hold a public hearing and to consider a resolution naming the private street Resoe Creek Rd.

Private Road Easement: Little Kelly Rd



Map by Mike Dickson 9/22/2021
NAD 1983 Ste Plance FIPS 3200 Feet

TO: Tara Cline
FROM: Mike Dickson, Addressing Coordinator
SUBJECT: Advertisement for Public Hearing

RUN DATE ONE:	11/24/21
RUN DATE TWO:	12/01/21

NOTICE OF PUBLIC HEARING

THE PENDER COUNTY BOARD OF COMMISSIONERS
WILL HOLD A PUBLIC HEARING AS FOLLOWS:

DATE/TIME OF HEARING: 12/6/2021 at 7:00 pm

THE PUBLIC HEARING NOTED WILL BE HELD IN THE PUBLIC MEETING ROOM AT THE ADMINISTRATIVE OFFICE BUILDING, ROOM 145 805 SOUTH WALKER STREET, BURGAW, N.C. 28425

1. **Pender County Road Naming and Number Ranges**: Under the authority and provision of General Statute 153A-239.1, a county may by ordinance rename a road and reassign street numbers. The Pender County Board of Commissioners will consider approval of the following road name and number range:

ROAD NAME	SUBDIVISION	#RANGE	COMMUNITY
RESOE CREEK RD	n/a	1- 941	**Rocky Point**

For questions regarding this item, call Pender County Information Technology Dept., 805 S. Walker St., Burgaw, NC 28425 (910.259.1442).

REQUEST FOR BOARD ACTION

ITEM NO._____

DATE OF MEETING: December 6, 2021

REQUESTED BY: Mike Dickson, Addressing Coordinator and Josh Norwood, GIS Manager

SHORT TITLE: Public Hearing and Resolution to Name and Address Resoe Creek Road

BACKGROUND: The Pender County Road Naming Ordinance provides that when a public or private road provides access to more than 3 residences a road name shall be assigned.

Therefore, to avoid conflicts and delays with emergency and public safety responses, and to provide for conformance with the County's addressing and road naming ordinances, the request is made to assign a road name and to reassign addresses for the three structures.

An unnamed easement off Little Kelly Rd in Rocky Point has exceeded the number of addressable structures required to force the road to be named. A petition was circulated amongst the property owners affected by this, and six of the nine property owners signed the petition in agreement on the name.

The public hearing notice has run in the Pender-Topsail Post and Voice and has been placed in the county courthouse and in the appropriate post office. Public hearing signs have been posted at the entrance of the affected roadways.

SPECIFIC ACTION REQUESTED: To hold a public hearing and to consider a resolution naming the private street Resoe Creek Rd.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

_____
Initial

RESOLUTION

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

after conducting a properly posted and advertised public hearing pursuant to G.S. 153A-239.1 and the Pender County Road Naming Ordinance, the Pender County Board of Commissioners hereby adopts the new road name Resoe Creek Road. The County Manager/Chairman is authorized to execute any and all documents necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Brown___ McCoy ___ Newton ___ Piepmeyer___Williams ___

_____ _____
George R. Brown, Chairman Date

_____ _____

Pender County

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	December 6, 2021
SUBJECT:	Recognition of Veterans Service Officer Roy Horne for his dedicated service to Pender County

SUMMARY:
Roy Horne was hired as a Veterans Services Officer August 16, 1993 and will retire on December 31, 2021 after over 28 years of service to the citizens of Pender County. The board would like to formally recognize him and thank him for his service to Pender County.

Pender County

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	December 6, 2021
SUBJECT:	Recognition of Ground Foreman Joe Camperlengo for his dedicated service to Pender County

SUMMARY:
Joe Camperlengo was hired as a Grounds Foreman August 27, 2007 and will retire on December 31, 2021 after over 14 years of service to the citizens of Pender County. The board would like to formally recognize him and thank him for his service to Pender County.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Tommy Batson
DATE:	December 6, 2021
SUBJECT:	Approval of a Purchase Order for the Emergency Reporting Annual Subscription and Annual Maintenance fee in the amount of $1,508.25.

SUMMARY:
The Pender County Emergency Management Selected Emergency Reporting as the replacement to the Excel Spreadsheet & paper copy system in 2013. The Emergency reporting solution uses one application and one database, all from one vendor ESO. This system is monitored 24x7x365 and meets HIPPA & DOD clearance. The system is continuously updated to include enhancements, new features, and customer requests. Emergency Reporting is the solution to follow this model and would qualify as the Sole Source Exception under North Carolina State Competitive Bidding Requirements.

The annual subscription and maintenance fee for Emergency Reporting is $1,508.25 These funds will come from account 525-404500. The CAD link from Zuercher to Emergency Reporting for all Fire Departments & The Emergency Management Office comes from the Pender Sheriffs Office for a cost of $777.89 These funds were budgeted for FY 22.

ATTACHMENTS:
Approval of a Purchase Order for the Emergency Reporting Annual Subscription and Annual Maintenance fee in the amount of $1,508.25

EMERGENCY REPORTING

2200 Rimland Drive
Suite 305
Bellingham WA 98226
United States

Invoice

#INV2106662

9/1/2021

Make checks payable to: **BACKDRAFT OPCO, LLC**

Billing Address

Pender County Emergency Management
PO Box 28
Burgaw NC 28425
United States

Service Address

Pender County Emergency Management
605 E Fremont ST
Burgaw NC 28425
United States

TOTAL

$1,508.25

Due Date: 10/1/2021

Terms	Due Date	PO #	Billing Acct. No.
Net 30	10/1/2021		102646

Qty	Item	Notes	Start Date	End Date	Invoice Rate	Amount
1	**FP-1 Fire Package** Recurring subscription fee		10/1/2021	9/30/2022	$1,370.25	$1,370.25
1	**WSD-2 Web Services Direct CAD Maintenance Fee (Special)** Recurring subscription fee		10/1/2021	9/30/2022	$138.00	$138.00

Mail payments to:

Backdraft OpCo, LLC
Dept 3980 PO Box 123980
Dallas, TX 75312-3980

Subtotal	$1,508.25
Tax Total (%)	$0.00
Invoice Total	$1,508.25
Payments/Credits	($0.00)
Amount Due	**$1,508.25**

Questions? 844-752-6066 Option 3

Budgets & Pricing:
invoices@emergencyreporting.com

Account Balance & Payments:
payments@emergencyreporting.com

General Billing:
ar@emergencyreporting.com

PAY INVOICE

INV2106662

Pender County
Pender County Board of County Commissioners meeting calendar 2022

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of Board of Commissioners meeting calendar for year 2022

SUMMARY:
Pender County Board of County Commissioners 2022 meeting calendar.

ACTION REQUESTED:
Approve and adopt the 2022 Pender County Board of County Commissioners meeting schedule.

2022 CALENDAR
REGULAR MEETINGS
PENDER COUNTY BOARD OF COMMISSIONERS

DAY	DATE	TIME
Monday	January 3	4:00 p.m.
Tuesday (Hampstead Annex)	January 18	4:00 p.m./7:00 p.m.
Monday	February 7	4:00 p.m.
Tuesday	February 22	4:00 p.m./7:00 p.m.
Thursday (Hampstead Annex)	March 03 (Board Retreat – Day 1)	4:00 p.m.
Friday (Hampstead Annex)	March 04 (Board Retreat – Day 2)	9:00 a.m.
Monday	March 14	4:00 p.m./7:00 p.m.
Monday	April 4	4:00 p.m.
Tuesday	April 19	4:00 p.m./7:00 p.m.
Thursday	April 28 (Budget Work Session)	4:00 p.m.
Monday	May 2	4:00 p.m.
Monday	May 9 (Budget Work Session)	4:00 p.m.
Monday	May 16	4:00 p.m./7:00 p.m.
Thursday	May 19 (Budget Work Session)	4:00 p.m.
Monday (If Needed)	May 23 (Budget Work Session)	4:00 p.m.
Monday	June 6	4:00 p.m.
Monday	June 20	4:00 p.m./7:00 p.m.
Monday	July 11	4:00 p.m./7:00 p.m.
Monday	August 1	4:00 p.m.
Monday	August 15	4:00 p.m./7:00 p.m.
Tuesday	September 6	4:00 p.m.
Monday	September 19	4:00 p.m./7:00 p.m.
Monday	October 3	4:00 p.m.
Monday (Hampstead Annex)	October 17	4:00 p.m./7:00 p.m.
Monday	November 7	4:00 p.m.
Monday	November 21	4:00 p.m./7:00 p.m.
Monday	December 5	4:00 p.m./7:00 p.m.

Note: All Meetings Held at Pender County Public Assembly Room, 805 South Walker Street, Burgaw, Unless Otherwise Advertised.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Justian Pound
DATE:	December 6, 2021
SUBJECT:	Approval of Tax Releases and Refunds

SUMMARY:
Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

ACTION REQUESTED:
Staff requests that the board approves the attached list of releases and refunds for November 2021.

Pender County

Request For Board Action

DATE OF MEETING: December 6, 2021

REQUESTED BY: Justian Pound, Tax Assessor, Tax Assessor's Office

SHORT TITLE: Approval of Tax Releases and Refunds

BACKGROUND: Releases and refunds result from listing and assessing due to incorrect and incomplete information. Taxpayers will or have overpaid taxes. Board action rectifies the mistake. The refunds and releases are recommended as follows:

RELEASES OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS OVER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2021	BLANTON, JOSH MATTHEW	232058628	290.16	SOLD
2019	DILLMAN, RODNEY JOE	230521635	218.72	SOLD
2021	GREENE, CIERRA LYNN	231267504	214.86	MILTRY EXEMPT
2020	GRINDSTAFF, CHRISTOPHER	230616411	276.04	SOLD
2020	HOLLINGSWORTH, TERRY WAYNE	232164513	122.55	SOLD
2020	MATTHEWS, DENNIS GLENN	231800469	356.31	SOLD
2019	MCCULLOUGH, THOMAS A JR	309713052	401.15	SOLD
2020	MONTELEONE, ELISABETTA	231800394	252.59	OUT OF STATE
2020	MURRAY, JERRI LOU	230617059	152.63	SOLD
2020	ROBERTS, TONY PHILLIP	230406930	117.92	SOLD
2019	SHERMAN, JEREMIAH JOSEPH	231002832	112.33	MILTRY EXEMPT
2020	TAYLOR, WILLIAM ROBERT III	230917962	112.18	SOLD
2021	WESSNER, MATTHEW JAMES	231002907	206.04	MILTRY EXEMPT
2020	WISHART, ROBERT MITCHELL	232057788	245.91	MILTRY EXEMPT
TOTAL REFUNDS OVER $100			$3,079.39	

RELEASES UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
NONE				

REFUNDS UNDER $100

YEAR	NAME	ACCOUNT	AMOUNT	REASON
2020	BENDT, STEVEN ERIC II	232058673	48.18	SOLD
2020	BLOODWORTH, LAURA MCFALL	232164669	7.14	SOLD
2021	BORDER, SHAUN RYAN FREER	307891824	57.65	SITUS
2020	BURKE, THOMAS JOSEPH JR	231510459	36.56	SOLD
2020	COLUCCI, ROCCO	232284174	5.86	SOLD
2020	DREHER, DOUGLAS GUY	232058613	15.64	SOLD
2020	FEKETE, APRIL FLINN	231003198	30.48	SOLD
2020	FREY, RONALD FREDERICK	230521659	88.76	SOLD
2021	GREEN, LARRY DARNELL	230521284	50.65	OUT OF STATE
2020	HEARNE, LYNDELL SMITH	231409947	29.23	SOLD
2020	HERBERT, MARK ERIC	230918763	37.31	SOLD
2020	JEFFCOAT, KOURTNIE NOREENE	231512475	62.53	SOLD
2020	JONES, PEYTON OLIVER	232284534	10.09	SOLD
2020	JORDAN, HERBERT RAY	230407245	72.30	SOLD
2020	LEA, SHEILA HOWARD	230407476	4.33	SOLD
2020	LONGLEY, SHANNON BLAKE	231177978	87.78	SOLD
2019	LOPEZ, SONIA	230708445	14.25	SOLD
2020	LOWE, ELVA JEWEL	230709429	7.91	SOLD
2020	MAXIE, JANETTE WILLIAMS	232412574	12.05	SOLD
2020	MYERS, CRAIG JEROME	230407542	6.20	SOLD
2020	OLIVER, TERRY ANN	231088935	54.19	OUT OF STATE
2021	REYNOLDS, ADAM PATRICK	232164768	46.54	MILTRY EXEMPT
2020	SHARPLESS, MARSHA LORRAINE	231512298	19.76	SOLD
2020	SHEPARD, CARLITA	231799845	16.66	SOLD
2020	SHERMAN, JEREMIAH JOSEPH	231002841	3.33	MILTRY EXEMPT
2020	SHUMBARGER, BRENDA KAY	230709009	45.94	SOLD
2020	SLOAN, MICHAEL DAMON	231268281	37.58	SOLD
2020	STEPHENSON, PAULA JEAN	231512658	28.16	DESTROYED
2021	THEARLING, DIONE TERESA	307361696	7.89	SITUS
2020	TURNER, RICHARD BAXTER	231943080	12.73	SOLD
2020	WEBB, CHARLES RAY JR	231800415	64.58	ADJSTD VALUE

TOTAL REFUNDS UNDER $100 $1,022.26

TOTAL OF ALL RELEASES NONE

TOTAL OF ALL REFUNDS $4,101.65

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Chad McEwen
DATE:	December 6, 2021
SUBJECT:	Resolution Amending Article XXI – Travel Policy, Section 3. Transportation B. Meals

SUMMARY:
The current meal reimbursement policy set forth in the Personnel Manual does not have set dollar amount for the "per meal rate." I propose to define this amount as $25 per meal.

A. **Meals:**

1. Meals will be reimbursed at a rate not to exceed $50.00 per day, $25 per meal, including tips. Reasonable tips will be reimbursed as part of required meals and should range between 15% - 20% of the pre-taxed meal cost, tips in excess of 20% will not be reimbursed. Purchase of alcohol with county funds is strictly prohibited. Cash tips in exchange for alcohol is strictly prohibited. The purchase of grocery items in lieu of meals will be permitted but must be limited to food and beverage items to sustain the traveler for the length of the trip only.

ACTION REQUESTED:
To approve the amended wording in Article XXI – Travel Policy, Section 3. Transportation B. Meals

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	December 6, 2021
SUBJECT:	Approval to Write-Off Bad Debt for the Health Department for Calendar Year 2019: $20,779.20

SUMMARY:
According to Health Department policy, billing staff must review all patient accounts annually. If a patient has not visited the clinic in the past twelve months and has an outstanding balance, it shall be considered as a bad debt and uncollectable. We request that the Board of Commissioners approve the 2019 bad debt write off.

NOTE: Any new activity by the patient will reactivate the file and additional attempts will be made to collect the debt.

2019 Clinic Bad Debt Write-Off - $ 15,755.46 (Not Collected.....less than 2.6%)
Revenues Collected $615,795.20

2019 Dental Clinic Bad Debt Write-Off - $4,555.74 (Not Collected ..... less than 2.3%)
Revenues Collected $196,114.65

2019 Mobile Dental Clinic Bad Debt Write-off - $468.00 (Not Collected .... less than 1%)
Revenues Collected $103,927.19

ACTION REQUESTED:
The Health Department requests that the Board of Commissioners approve the Health Department Bad Debt Write-Off for calendar year 2019 in the amount of $20,779.20

Pender County
Request for Board action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	December 6, 2021
SUBJECT:	Approval of Purchase Order for Lawmen's Safety Supply to purchase Ballistic vests for Emergency Response Team in the amount of $48,038.95.

SUMMARY:
Pender County Sheriff's Office is requesting the approval of a Purchase Order for Lawmen's Safety Supply to purchase 13 Ballistic Level IIIA bulletproof vests for the Emergency Response Team. These vests will be essential in the protection of this team when dispatched. The amount will be $48,038.95. These funds were budged in FY 22. Lawmen's Safety and Supply is a NC State Contract vendor.
These funds will come from 510-403600.

ACTION REQUESTED:
Approval of Purchase Order for Lawmen's Safety Supply to purchase Ballistic vests for Emergency Response Team in the amount of $48,038.95.

3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

SALES QUOTE	
SQ-365709	10/6/2021

Customer	Contact	Ship To
PENDER CO. SHERIFF'S OFF. ATTN: ACCOUNTS PAYABLE PO BOX 1449 BURGAW NC 28425 Tel: (910)259-1514 Fax: (910)259-1509		PENDER CO. SHERIFF'S OFF. Keith Wells 605 E. Fremont Street BURGAW NC 28425

Account	Terms	Due Date	Account Rep	Schedule Date
PENDER	NET 30 Days	11/5/2021	Lauren McFaul	10/6/2021

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-365709		TACTICAL SHIFT	FACTORY DIRECT	1	11/4/2021 12:32:38 PM

L	Item	Description	Qty	Price	UM	Discount	Amount
1	SBA1314262TG	Safariland 1314262 SHIFT 360 Single Flap Advanced Webless System VELCRO Brand Closure Color - Tactical Green STANDARD SHIFT Shepard, Brian L Blake, Hal 1X Wallace, Eric L Hendrick, Paul 1X Smith, Shane M Dudding, David 1X Cotton, James 1X Freeman, Joseph 1X Drago, John L SPARE SIZING L Kehagias, Nick L Bradshaw, David 1X	12	$327.50	EA		$3,930.00
2	SBA1351075	Safariland 1351075 SHIFT 360 Ballistics New Hardwire 68 Level IIIA	12	$537.50	EA		$6,450.00
3	SBA1350951	Safariland 1350951 SHIFT 360 Cummerbund Ballistics New Hardwire 68 Level IIIA	12	$385.00	EA		$4,620.00
4	PAP1314803	Protech SHIFT 360 XL Shoulder Straps, VELCRO Brand Closure	12	$30.00	EA		$360.00
5	PAP1193120	Protech Tactical Plate 1193120 Hardwire 3000 Type III 10X12 Multi Curve Shooters Cut	24	$410.00	EA		$9,840.00
6	SBA1352026TG	Safariland Armor 1352026 Collar New Hardwire 68 Level IIIA Tactical	12	$207.50	EA		$2,490.00

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.

**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.

**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.

**QUOTE IS GOOD FOR 30 DAYS.

Page	1
Sub Total	$27,690.00
Running Sub Total	$27,690.00

Statewide Term Contract 680C – Body Armor

Bid Number	201600245
Contract Name	Body Armor
Effective Dates	August 1, 2016 through November 10, 2022
Vendor(s)	Armor Express | Tina Case | (231) 544-6090 GH Armor Systems, Inc. | Emily Waddle | (770) 316-0187 Point Blank Enterprises, Inc. | David Kiefer | (336) 880-5382 Safariland, LLC | Jaime Marini | (904) 807-1928 Survival Armor | Jeanine Mason | (270) 272-3880
Vendor Local Distributor(s), Manufacturer Lines & Price Lists	**Armor Express** | Manufacturer Lines & Price List Bob Barker Company Inc. | Talia Hair | (919) 345-2137 Bound Tree Medical | Daniel Roberts | (614) 760-5000 Dana Safety Supply | James Panter | (336) 897-4055 **GH Armor Systems, Inc.** | Manufacturer Lines & Price List Bob Barker Company Inc. | Talia Hair | (919) 345-2137 Harrison's Workwear Greensboro | Shanda James | (336) 851-0580 Harrison's Workwear Hickory | Christy Richards | (828) 855-3733 Stockclass Uniforms | Cheryl Bullard | (910) 843-6790 Wilmington Guns | Chris Edwards | (910) 681-0190 Southern Police Equipment | Karen Allen-Ballangee | (800) 542-5243 WW Grainger Inc. | Tiffany Jelovich | (919) 830-5589 **Point Blank Enterprises, Inc.** | Manufacturer Lines & Price List American Uniforms Fayetteville | Stephen May | (336) 669-6285 American Uniforms Wilmington | Patrick Bass | (843) 685-9179 Craig's Firearm Supply | Tony Lardo | (865) 388-6337 Dana Safety Supply | James Panter | (336) 897-4055 Federal Eastern International LLC | Sally Hayes | (727) 827-2997 Galls-Best Uniforms Charlotte | Jason Taran | (910) 742-1244 Galls-Century Uniforms Raleigh | Jason Taran | (910) 742-1244 Galls-Best Uniforms Wilmington | Jason Taran | (910) 742-1244 Municipal Emergency Services | Seth Cosans | (877) 771-5557 Nafeco | Brian Oaks | (800) 628-6233 Read's Uniforms | David George | (828) 412-8950 **Safariland, LLC** | Manufacturer Lines & Price List Lawmens Distribution LLC | Ashley Pomerville | (919) 779-6141 **Survival Armor, Inc.** | Manufacturer Lines & Price List Arrow Safety & Device Company | Jeff Zyats | (704) 609-3729 Carolina Uniforms & Equipment Inc. | Glenn Long | (704) 395-0660

	Dana Safety Supply | James Panter | (336) 897-4055 Harrison's Workwear Greensboro | Shanda James | (336) 851-0580 Safety & Security International | Brittany Grady | (336)285-8673
Contract Covers	Body Armor (Individual & K-9) Ballistic Helmets Shields Accessories a. Ballistic • Hard & Soft Trauma Plates • Groin, Yoke, Bicep, Collar & Throat Protectors • Shield Window b. Non-Ballistic • Carriers: Uniform Shirt, Concealable, Tactical • Pouches • Replacement Vest Straps • ID Patches • Carry Bags: Concealed & Tactical Vests, Shield & Helmet • Helmet: Face shield, Equipment Rails, Pads, Suspension • Shield: LED Lights, Shoulder Straps, Logos Individual Professional Fit Measurements Additional Volume Price Discount Incentives Instruction & Presentation Ballistic Panel Recycling
Convenience Contract	This is a convenience Statewide Term Contract for state agencies, departments, institutions, universities, community colleges, and non-mandatory entities, including schools and local government.
Transportation (FOB Destination)	Orders shall be delivered within sixty (60) days of manufacturer receipt of order.
Individual Professional Fit Measurements	Body Armor shall be manufactured to fit a specific individual following professional measurement. Measurement and fit protocols shall be professionally conducted by distributors prior to order placement. Sample vests may be used to assist in establishing initial size and fit for individual officers, however, sample vests may not be used for final fittings. All sizing, measurements, and final fittings shall be done at no expense to the agency. Body armor improperly fitted to an individual wearer shall be adjusted or replaced and returned to the individual within thirty (30) days by the Vendor at no expense to the agency.
Additional volume price discount incentives	Additional volume price discount incentives for multiple vest purchases per order are as follows: • 1+ • 1-10 vests • 11-25 vests • 26-50 vests • 51+
Taxes	Prices or discounts do not include any North Carolina sales or use taxes.
Warranty	Warranty period begins upon acceptance by the agency. • 5-year manufacturer warranty on ballistic panels • 18-month warranty on carriers

Instruction & Presentation	The agency may request instruction/presentation regarding the fit, care, maintenance, usage, and limitation of bullet-resistant and stab-resistant armor.	
Ordering Placement	Orders may be placed through E-Procurement, phone or fax.	
Loaded into E-Procurement	Yes.	
E-Procurement Help Desk	(888) 211-7440	
Contract Administrator	Nicole Mathis – (984) 236-0228	
Contract Addenda	9/8/2016:	KDH Defense Systems, Inc. E-Procurement Catalog Available
	9/13/2016:	Armor Express Contact Update
	11/9/2016:	Renegade Armor, US Armor, Survival Armor & Armor Express Removal
	11/14/2016:	KDH Defense Systems, Inc. Contact Update
	1/20/2017:	Authorized Distributor Updates for GH Armor Systems, Inc. and Point Blank Enterprises, Inc
	4/25/2017:	Law Enforcement Supply Co. is not an authorized reseller for Safariland, LLC in North Carolina.
	5/15/2017:	Point Blank Enterprises, Inc E-Procurement Catalog Update.
	8/2/2017:	Vendor Price List Updates.
	8/3/2017:	GH Armor Systems, Inc. Contact Update.
	8/15/2017:	Contract Administrator Change to Steve Hussey.
	8/23/2017:	KDH Defense Systems, Inc. Catalog Update
	2/2/2018:	Contract Extended to March 15, 2019
	2/27/2018:	Reed's Uniforms added as an Authorized Dealer of Point Blank
	7/5/2018:	Contract Administrator Change to Grant Braley
	7/16/2018:	KDH Defense Systems, Inc. Contact Update
	7/30/2018:	Safariland, LLC Contact Update
	10/1/2018:	Bob Barker Company Inc. Contract Update
	1/17/2019:	Contract Extension Approved to March 15, 2020 & Survival Armor Added to Contract.
	1/22/2019:	Lawmens Distribution LLC Contact Update
	2/19/2019:	GH Armor Systems, Inc. E-Procurement Catalog & Survival Armor Authorized Dealer Update.
	2/22/2019:	Survival Armor E-Procurement Catalog Loaded
	3/12/2019:	Safariland, LLC E-Procurement Catalog Update
	4/8/2019:	Survival Armor E-Procurement Catalog Update

	6/15/2019:	US Armor Contract Addition
	6/21/2019:	Armor Express Contract Addition
	1/23/2020:	Contract Extension Approval to March 15, 2021
	1//24/2020:	Dealers Added to Contract for Armor Express & Point Blank Enterprises, Inc.
	3/20/2020:	Point Blank Enterprises, Inc. E-Procurement Catalog Update.
	4/17/2020:	KDH Defense Systems, Inc. Contract Termination. Armor Express will continue to honor any original terms and conditions as related to warranty/quality issues and returns/alterations of previously purchased KDH products.
	5/21/2020:	Dana Safety Supply Contact Update
	6/24/2020:	Contract Administrator Change to Nicole Mathis
	2/17/2021:	Contract Extension through November 10, 2022; Price lists will be updated on 3/16/2022.
	3/16/2021:	US Armor removed from contract; Price Lists updated.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	December 6, 2021
SUBJECT:	Approval of a Purchase Order to Brenntag for Caustic (Sodium Hydroxide) for Water Treatment for the remainder of FY22: $70,000

SUMMARY:
PCU requested and obtained a purchase order for Caustic (Sodium Hydroxide) in July for the first half of FY22 with quotes that were still valid from earlier in the calendar year. Our intent was to re-bid for this chemical now and obtain a new PO. After talking with the various possible suppliers of this chemical, we found that vendors are unwilling to give quotes beyond 3-5 days.

This chemical is required for the proper treatment of water for our water system.

For the remainder of FY22 we will need 6 Caustic deliveries. Brenntag is our current vendor for Caustic Soda and was previously selected based on a bidding process around this time last year. Amerochem and Water Guard would not quote this product due to availability. Based off of the most recent invoices the amount needed is $70,000. Funds were budgeted and are available in account # 77-403372.

ACTION REQUESTED:
Approve Purchase Order for $70,000 to Brenntag for Caustic (Sodium Hydroxide)

ATTACHMENTS:
Most recent invoice for Caustic (Sodium Hydroxide) from Brenntag

BRENNTAG

BRENNTAG MID-SOUTH, INC.
1405 HIGHWAY 136 WEST
PO BOX 20
HENDERSON KY 42419-0020

OCT 27 2021

Original Document

INVOICE#: BMS997502 **INV DATE:** 10/19/21 **DUE DATE:** 11/18/21

SOLD TO:	**SHIP TO:**
PENDER COUNTY UTILITIES	PENDER COUNTY UTILITIES
P O BOX 995	289 QUALITY WAY
BURGAW NC 27425-0905	WILMINGTON NC 28401

FEDERAL ID #: 610504545	**DATE SHIPPED:** 10/13/21	**TERMS:** NET 30 DAYS	
ORDER #: 3383729-00	SHIP B/L#: 348950-00	**SHIP WHS:** 4001	**SLSPRSN:** 012
CUSTOMER #: 993439		**SHIP VIA:** CC - 3RD PARTY	
CUSTOMER PO#: 222		**FOB:** DELIVERED	
FREIGHT TERM: PREPAID			
PRO NUMBER:			

PROD #	UNITS SHIPPED	WGT/GAL	TOTAL QTY	UNIT PRICE	EXTENDED
993852	47507.0000	12.76000	47507.0000#	.2290	10,879.10
1.0000 # BULK		SODIUM HYDROXIDE 50% # BULK			
B					

PAID AGAINST CREDIT ON ACCOUNT

QUESTIONS, CALL 919-596-0681

REMIT TO ADDRESS:
BRENNTAG MID-SOUTH, INC
3796 RELIABLE PKWY
CHICAGO IL 60686-3007

MERCHANDISE	10,879.10
TAX-NC - NEW HANOVER	761.54
INVOICE TOTAL US$	**11,640.64**

With a logon you can view all your invoices at US.BrenntagConnect.com. Ask your sales agent for one today.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	December 6, 2021
SUBJECT:	Approval of a Purchase Order to Amerochem for Ferric Sulfate for Water Treatment for the remainder of FY22: $89,000

SUMMARY:
PCU requested and obtained a purchase order for Ferric Sulfate in July for the first half of FY22 with quotes that were still valid from earlier in the calendar year. Our intent was to re-bid for this chemical now and obtain a new PO. After talking with the various possible suppliers of this chemical, we found that vendors are unwilling to give quotes beyond 3-5 days.

This chemical is required for the proper treatment of water for our water system.

For the remainder of FY22 we will need 12 Ferric deliveries. Kemira Ferric is only available through Amerochem. We tried using other Ferric in the past and it upset the water plant. Based off of the most recent invoice the amount needed is about $89,000. Funds were budgeted and are available in account # 77-403372.

ACTION REQUESTED:
Approve Puchase Order for $89,000 to Amerochem for Ferric Sulfate.

ATTACHMENTS:
Most recent invoice for Ferric Sulfate from Amerochem

AMEROCHEM CORPORATION
PO BOX 3009
NEW BERN, NC 28564

INVOICE

Invoice Number: 122789
Invoice Date: Sep 22, 2021
Page: 1

Voice: 252-634-9344
Fax: 252-634-4154

SEP 30 2021

Bill To:	Ship to:
PENDER CO UTILITIES PO BOX 995 BURGAW, NC 28425	PENDER COUNTY WATER PLANT 289 QUALITY WAY WILMINGTON, NC 28401

Customer ID	Customer PO	Payment Terms	
PENDER	28	Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
99	85372496 DIRECT	9/22/21	10/22/21

Quantity	Item	Description	Unit Price	Amount
3,492.00000	PENDER CO - FERRIC	FERRIC SULFATE 13%. TRUCKLOADS 46,000 LBS (13.2 LBS/GAL). BID PRICE: FIRM 12/01/2020 THRU 11/30/2021. --- 46,100 LBS DELIVERED	2.05600	7,179.55

Subtotal	7,179.55
Sales Tax	484.62
Total Invoice Amount	7,664.17
Payment/Credit Applied	
TOTAL	**7,664.17**

Check/Credit Memo No:

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	December 6, 2021
SUBJECT:	Approval of a Budget Amendment to Increase Health Department Revenues and Expenditures for Fiscal Year 2021-2022: $150

SUMMARY:
Additional funds were allocated to the Pender County Health Department in the amount of $150. Funding from the CDI/Cancer Prevention and Control provided funding for increased screenings and patient navigation services to eligible women.

ACTION REQUESTED:
To Approve a budget amendment for increasing programmatic revenues and related expenses for the Health Department by $150 for Fiscal Year 2021-2022.

Division of Public Health
Agreement Addendum
FY 21-22

Pender County Health Department **Local Health Department Legal Name**	CDI / Cancer Prevention and Control **DPH Section / Branch Name**
452 Breast and Cervical Cancer **Activity Number and Description**	Debi Nelson, 919-707-5155 debi.nelson@dhhs.nc.gov **DPH Program Contact** **(**name, phone number, and email)
06/01/2021 – 05/31/2022 **Service Period**	**DPH Program Signature** **Date** (only required for a negotiable agreement addendum)
07/01/2021 – 06/30/2022 **Payment Period**	

☐ **Original Agreement Addendum**
☒ **Agreement Addendum Revision # 1**

I. Background: No change.

II. Purpose:
This Agreement Addendum Revision # 1 provides additional funding to increase screenings and/or patient navigation services to eligible women as stated in Section III below.

III. Scope of Work and Deliverables:
As of October 1, this Agreement Addendum Revision #1 ***replaces Paragraph A in its entirely*** *with the following:*

A. Provided Services. The Local Health Department (LHD) shall provide breast and cervical cancer screening services, diagnostic and/or patient navigation services to NC BCCCP-eligible women according to the following table:

Number of NC BCCCP-Enrolled Women, by Service Period	State Funded	Federally Funded	Total
Breast and Cervical Cancer Screening and/or Diagnostic Services Provided			
June 1, 2021–May 31, 2022	17	—	17
July 1, 2021–May 31, 2022	—	18	18
October 1, 2021- May 31, 2022	0		0
Patient Navigation Services-Medicaid application completion			
October 1, 2021- May 31, 2022		6	6

Health Director Signature (use blue ink) Date

Local Health Department to complete:
(If follow-up information is needed by DPH)
LHD program contact name: _____
Phone number with area code: _____
Email address: _____

Signature on this page signifies you have read and accepted all pages of this document. Revised July 2018

IV. **Performance Measures/Reporting Requirements:** No change.

V. **Performance Monitoring and Quality Assurance:** No change.

VI. **Funding Guidelines or Restrictions:** No change.

DPH-Aid-To-Counties For Fiscal Year: 21/22 Budgetary Estimate Number : 1

Activity 452 Service Period Payment Period		AA	1320 3100 D7 07/01-05/31 08/01-06/30	Total Allocated	1320 3100 D7 07/01-05/31 08/01-09/30	Total Allocated	1320 310E D7 07/01-05/31 08/01-06/30	Total Allocated	1320 3355 04 06/01-05/31 07/01-06/30	Total Allocated	1320 5599 00 06/01-05/31 07/01-06/30	Total Allocated	Proposed Total	New Total
01 Alamance			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
D1 Albemarle	*	1	0	$42,900.00	750	$0.00	0	$0.00	29,250	$0.00	0	$57,850.00	30,000	130,750
02 Alexander			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
04 Anson			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
D2 Appalachian	*	1	0	$6,500.00	150	$0.00	0	$0.00	0	$0.00	0	$13,000.00	150	19,650
07 Beaufort	*	1	0	$26,000.00	250	$0.00	0	$0.00	4,875	$0.00	0	$8,775.00	5,125	39,900
09 Bladen			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
10 Brunswick	*	1	0	$41,925.00	500	$0.00	0	$0.00	0	$0.00	0	$30,550.00	500	72,975
11 Buncombe	*	1	0	$198,250.00	1,000	$0.00	0	$0.00	32,500	$0.00	0	$88,725.00	33,500	320,475
12 Burke			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
13 Cabarrus	*	1	0	$26,325.00	425	$0.00	0	$0.00	0	$0.00	0	$30,225.00	425	56,975
14 Caldwell	*	1	0	$11,375.00	275	$0.00	0	$0.00	0	$0.00	0	$26,650.00	275	38,300
16 Carteret	*	1	0	$13,000.00	175	$0.00	0	$0.00	0	$0.00	0	$10,075.00	175	23,250
17 Caswell			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
18 Catawba	*	1	0	$33,800.00	350	$0.00	0	$0.00	0	$0.00	0	$14,300.00	350	48,450
19 Chatham	*	1	0	$6,500.00	100	$0.00	0	$0.00	0	$0.00	0	$5,850.00	100	12,450
20 Cherokee	*	1	0	$3,250.00	100	$0.00	0	$0.00	0	$0.00	0	$6,500.00	100	9,850
22 Clay	*	1	0	$3,250.00	100	$0.00	0	$0.00	0	$0.00	0	$5,200.00	100	8,550
23 Cleveland	*	1	0	$26,650.00	325	$0.00	0	$0.00	0	$0.00	0	$17,875.00	325	44,850
24 Columbus	*	1	0	$6,500.00	100	$0.00	0	$0.00	0	$0.00	0	$8,775.00	100	15,375
25 Craven	*	1	0	$13,000.00	250	$0.00	0	$0.00	0	$0.00	0	$20,475.00	250	33,725
26 Cumberland	*	1	0	$26,000.00	350	$0.00	0	$0.00	0	$0.00	0	$20,150.00	350	46,500
28 Dare	*	1	0	$14,625.00	250	$0.00	0	$0.00	0	$0.00	0	$20,150.00	250	35,025
29 Davidson	*	1	0	$40,625.00	300	$0.00	0	$0.00	0	$0.00	0	$20,475.00	300	61,400
30 Davie	*	1	0	$16,250.00	175	$0.00	0	$0.00	0	$0.00	0	$8,775.00	175	25,200
31 Duplin	*	1	0	$8,125.00	100	$0.00	0	$0.00	8,125	$0.00	0	$8,125.00	8,225	24,475
32 Durham	*	1	0	$8,775.00	150	$0.00	0	$0.00	0	$0.00	0	$11,375.00	150	20,300
33 Edgecombe	*	1	0	$4,550.00	100	$0.00	0	$0.00	0	$0.00	0	$2,600.00	100	7,250
D7 Foothills	*	1	0	$43,550.00	500	$0.00	0	$0.00	0	$0.00	0	$42,250.00	500	86,300
34 Forsyth	*	1	0	$37,375.00	500	$0.00	0	$0.00	0	$0.00	0	$37,700.00	500	75,575
35 Franklin			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
36 Gaston	*	1	0	$26,650.00	350	$0.00	0	$0.00	0	$0.00	0	$21,450.00	350	48,450
38 Graham	*	1	0	$4,550.00	100	$0.00	0	$0.00	0	$0.00	0	$4,550.00	100	9,200
D3 Gran-Vance			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
40 Greene	*	1	0	$4,875.00	100	$0.00	0	$0.00	0	$0.00	0	$4,225.00	100	9,200
41 Guilford			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
42 Halifax			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
43 Harnett			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
44 Haywood	*	1	0	$4,875.00	100	$0.00	0	$0.00	0	$0.00	0	$3,900.00	100	8,875
45 Henderson	*	1	0	$19,500.00	175	$0.00	0	$0.00	3,250	$0.00	0	$4,225.00	3,425	27,150
47 Hoke	*	1	0	$7,800.00	150	$0.00	0	$0.00	0	$0.00	0	$6,500.00	150	14,450
48 Hyde	*	1	0	$3,250.00	100	$0.00	0	$0.00	0	$0.00	0	$5,200.00	100	8,550
49 Iredell			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
50 Jackson	*	1	0	$12,350.00	200	$0.00	0	$0.00	0	$0.00	0	$13,650.00	200	26,200
51 Johnston	*	1	0	$48,750.00	500	$0.00	0	$0.00	0	$0.00	0	$13,000.00	500	62,250
52 Jones	*	1	0	$4,875.00	100	$0.00	0	$0.00	0	$0.00	0	$2,600.00	100	7,575
53 Lee	*	1	0	$5,525.00	100	$0.00	0	$0.00	0	$0.00	0	$1,625.00	100	7,250
54 Lenoir	*	1	0	$7,475.00	100	$0.00	0	$0.00	3,250	$0.00	0	$2,925.00	3,350	13,750
55 Lincoln	*	1	0	$52,975.00	450	$0.00	0	$0.00	0	$0.00	0	$5,850.00	450	59,275
56 Macon	*	1	0	$16,250.00	200	$0.00	0	$0.00	0	$0.00	0	$10,400.00	200	26,850
57 Madison	*	1	0	$8,450.00	125	$0.00	0	$0.00	0	$0.00	0	$8,450.00	125	17,025
D4 M-T-W	*	1	0	$10,400.00	125	$0.00	0	$0.00	0	$0.00	0	$4,875.00	125	15,400
60 Mecklenburg	*	1	0	$102,375.00	1,000	$0.00	0	$0.00	0	$0.00	0	$104,325.00	1,000	207,700
62 Montgomery			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
63 Moore			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
64 Nash	*	1	0	$45,500.00	500	$0.00	0	$0.00	0	$0.00	0	$25,350.00	500	71,350
65 New Hanover	*	1	0	$17,875.00	200	$0.00	0	$0.00	22,750	$0.00	0	$8,125.00	22,950	48,950
66 Northampton			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
67 Onslow	*	1	0	$0.00	125	$0.00	0	$0.00	15,250	$0.00	0	$16,250.00	15,375	31,625
68 Orange	*	1	0	$9,750.00	150	$0.00	0	$0.00	0	$0.00	0	$4,875.00	150	14,775
69 Pamlico	*	1	0	$8,775.00	75	$0.00	0	$0.00	0	$0.00	0	$2,925.00	75	11,775

71 Pender	*	1	0	$5,850.00	150	$0.00	0	$0.00	0	$0.00	0	$5,525.00	150	11,525
73 Person			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
74 Pitt	*	1	0	$23,725.00	375	$0.00	0	$0.00	13,000	$0.00	0	$26,000.00	13,375	63,100
75 Polk			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
76 Randolph			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
77 Richmond	*	1	0	$14,625.00	125	$0.00	0	$0.00	0	$0.00	0	$4,225.00	125	18,975
78 Robeson			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
79 Rockingham	*	1	0	$27,625.00	350	$0.00	0	$0.00	0	$0.00	0	$20,150.00	350	48,125
80 Rowan	*	1	-8,125	$16,250.00	125	$0.00	0	$0.00	8,125	$0.00	0	$0.00	125	16,375
82 Sampson	*	1	0	$7,800.00	150	$0.00	0	$0.00	0	$0.00	0	$4,225.00	150	12,175
83 Scotland			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
84 Stanly	*	1	0	$4,875.00	100	$0.00	0	$0.00	3,250	$0.00	0	$3,575.00	3,350	11,800
85 Stokes	*	1	0	$7,475.00	150	$0.00	0	$0.00	3,250	$0.00	0	$2,275.00	3,400	13,150
86 Surry	*	1	0	$26,000.00	500	$0.00	0	$0.00	0	$0.00	0	$39,000.00	500	65,500
87 Swain	*	1	0	$8,125.00	100	$0.00	0	$0.00	0	$0.00	0	$3,900.00	100	12,125
D6 Toe River	*	1	0	$9,750.00	125	$0.00	0	$0.00	18,525	$0.00	0	$8,775.00	18,650	37,175
88 Transylvania	*	1	0	$3,250.00	100	$0.00	0	$0.00	0	$0.00	0	$4,225.00	100	7,575
90 Union	*	1	0	$9,750.00	125	$0.00	0	$0.00	0	$0.00	0	$9,100.00	125	18,975
92 Wake	*	1	0	$73,125.00	1,000	$0.00	0	$0.00	0	$0.00	0	$56,875.00	1,000	131,000
93 Warren	*	1	0	$6,500.00	100	$0.00	0	$0.00	0	$0.00	0	$1,625.00	100	8,225
96 Wayne	*	1	0	$42,250.00	475	$0.00	0	$0.00	0	$0.00	0	$18,525.00	475	61,250
97 Wilkes	*	1	0	$13,000.00	125	$0.00	0	$0.00	0	$0.00	0	$5,525.00	125	18,650
98 Wilson	*	1	8,125	$0.00	125	$0.00	0	$0.00	11,375	$0.00	0	$9,750.00	19,625	29,375
99 Yadkin			0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	0
Totals			0	1,381,900	16,600	0	0	0	176,775	0	0	1,014,975	193,375	2,590,250

Sign and Date - DPH Program Administrator Davanyia N. Thompson 09/30/2021	Sign and Date - DPH Section Chief Joyce Wood 10/1/2021
Sign and Date - DPH Contracts Office Gremeko Stuart 10/1/2021	Sign and Date - DPH Budget Officer S. Nesbit 10/7/2021

FY22 Activity: 452 NC Breast and Cervical Cancer Control Program **Supplement 1**

Supplement reason: ☐ In AA+BE or AA+BE Rev –OR– ☒ Federal grant data was unavailable at the time of AA mailing. No change in Activity total.

CFDA #: 93.898	Fed awd date: 9/14/21	Is award R&D? no	FAIN: NU58DP006281	Total amount of fed awd: $ 5,109,311

CFDA name: Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations

Fed award project description: Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations NCB&C, NCCCC and NCNPCR

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Alamance	965194483	=	
Albemarle	130537822	42900	42900
Alexander	030495105	=	=
Anson	847163029	=	=
Appalachian	780131541	6500	6500
Beaufort	091567776	26000	26000
Bladen	084171628	=	=
Brunswick	091571349	41925	41925
Buncombe	879203560	198250	198250
Burke	883321205	=	=
Cabarrus	143408289	26325	26325
Caldwell	948113402	11375	11375
Carteret	058735804	13000	13000
Caswell	077846053	=	=
Catawba	083677138	33800	33800
Chatham	131356607	6500	6500
Cherokee	130705072	3250	3250
Clay	145058231	3250	3250
Cleveland	879924850	26650	26650
Columbus	040040016	6500	6500
Craven	091564294	13000	13000
Cumberland	123914376	26000	26000
Dare	082358631	14625	14625
Davidson	077839744	40625	40625
Davie	076526651	16250	16250
Duplin	095124798	8125	8125
Durham	088564075	8775	8775
Edgecombe	093125375	4550	4550
Foothills	782359004	43550	43550
Forsyth	105316439	37375	37375
Franklin	084168632	=	=
Gaston	071062186	26650	26650
Graham	020952383	4550	4550
Granville-Vance	063347626	=	=
Greene	091564591	4875	4875
Guilford	071563613	=	=
Halifax	014305957	=	=
Harnett	091565986	=	=
Haywood	070620232	4875	4875
Henderson	085021470	19500	19500
Hoke	091563643	7800	7800
Hyde	832526243	3250	3250
Iredell	074504507	=	=
Jackson	019728518	12350	12350
Johnston	097599104	48750	48750
Jones	095116935	4875	4875
Lee	067439703	5525	5525
Lenoir	042789748	7475	7475
Lincoln	086869336	52975	52975
Macon	070626825	16250	16250
Madison	831052873	8450	8450
MTW	087204173	10400	10400
Mecklenburg	074498353	102375	102375
Montgomery	025384603	=	=
Moore	050988146	=	=
Nash	050425677	45500	45500
New Hanover	040029563	17875	17875
Northampton	097594477	=	=
Onslow	172663270	=	=
Orange	139209659	9750	9750
Pamlico	097600456	8775	8775
Pender	100955413	5850	5850
Person	091563718	=	=
Pitt	080889694	23725	23725
Polk	079067930	=	=
Randolph	027873132	=	=
Richmond	070621339	14625	14625
Robeson	082367871	=	=
Rockingham	077847143	27625	27625
Rowan	074494014	16250	16250
Sampson	825573975	7800	7800
Scotland	091564146	=	=
Stanly	131060829	4875	4875
Stokes	085442705	7475	7475
Surry	077821858	26000	26000
Swain	146437553	8125	8125
Toe River	113345201	9750	9750
Transylvania	030494215	3250	3250
Union	079051637	9750	9750
Wake	019625961	73125	73125
Warren	030239953	6500	6500
Wayne	040036170	42250	42250
Wilkes	067439950	13000	13000
Wilson	075585695	=	=
Yadkin	089910624	=	=

FY22 Activity: 452 NC Breast and Cervical Cancer Control Program **Supplement 2**

Supplement reason: ☒ In AA+BE or AA+BE Rev –OR– ☐ –

CFDA #: 93.898	Fed awd date: 9/14/21	Is award R&D? no	FAIN: NU58DP006281	Total amount of fed awd: $ 5,109,311

CFDA name: Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations

Fed award project description: Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations NCB&C, NCCCC and NCNPCR

Fed awarding agency: DHHS, Centers for Disease Control and Prevention

Federal award indirect cost rate: n/a %

Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**	Subrecipient	Subrecipient DUNS	Fed funds for This **Supplement**	Total of All Fed Funds for This **Activity**
Alamance	965194483	=	=	Jackson	019728518	200	12550
Albemarle	130537822	750	43650	Johnston	097599104	500	49250
Alexander	030495105	=	=	Jones	095116935	100	4975
Anson	847163029	=	=	Lee	067439703	100	5625
Appalachian	780131541	150	6650	Lenoir	042789748	100	7575
Beaufort	091567776	250	26250	Lincoln	086869336	450	53425
Bladen	084171628	=	=	Macon	070626825	200	16450
Brunswick	091571349	500	42425	Madison	831052873	125	8575
Buncombe	879203560	1000	199250	MTW	087204173	125	10525
Burke	883321205	=	=	Mecklenburg	074498353	1000	103375
Cabarrus	143408289	425	26750	Montgomery	025384603	=	=
Caldwell	948113402	275	11650	Moore	050988146	=	=
Carteret	058735804	175	13175	Nash	050425677	500	46000
Caswell	077846053	=	=	New Hanover	040029563	200	18075
Catawba	083677138	350	34150	Northampton	097594477	=	=
Chatham	131356607	100	6600	Onslow	172663270	125	125
Cherokee	130705072	100	3350	Orange	139209659	150	9900
Clay	145058231	100	3350	Pamlico	097600456	75	8850
Cleveland	879924850	325	26975	Pender	100955413	150	6000
Columbus	040040016	100	6600	Person	091563718	=	=
Craven	091564294	250	13250	Pitt	080889694	375	24100
Cumberland	123914376	350	26350	Polk	079067930	=	=
Dare	082358631	250	14875	Randolph	027873132	=	=
Davidson	077839744	300	40925	Richmond	070621339	125	14750
Davie	076526651	175	16425	Robeson	082367871	=	=
Duplin	095124798	100	8225	Rockingham	077847143	350	27975
Durham	088564075	150	8925	Rowan	074494014	-8000	8250
Edgecombe	093125375	100	4650	Sampson	825573975	150	7950
Foothills	782359004	500	44050	Scotland	091564146	=	=
Forsyth	105316439	500	37875	Stanly	131060829	100	4975
Franklin	084168632	=	=	Stokes	085442705	150	7625
Gaston	071062186	350	27000	Surry	077821858	500	26500
Graham	020952383	100	4650	Swain	146437553	100	8225
Granville-Vance	063347626	=	=	Toe River	113345201	125	9875
Greene	091564591	100	4975	Transylvania	030494215	100	3350
Guilford	071563613	=	=	Union	079051637	125	9875
Halifax	014305957	=	=	Wake	019625961	1000	74125
Harnett	091565986	=	=	Warren	030239953	100	6600
Haywood	070620232	100	4975	Wayne	040036170	475	42725
Henderson	085021470	175	19675	Wilkes	067439950	125	13125
Hoke	091563643	150	7950	Wilson	075585695	8250	8250
Hyde	832526243	100	3350	Yadkin	089910624	=	=
Iredell	074504507	=	=				

Wednesday, November 17, 2021

Pender County Budget Ordinance Amendment

Date Wednesday, November 17, 2021

Board Meeting Date (If Applicable) Monday, December 6, 2021

Fiscal Year FY 2021-2022

Fund 11 - HEALTH

Division, Program, Project, etc. BCCCP

Department 900064 - BREAST/CERVICAL CANCER

Purpose of Request
Additional funds allocated to BCCCP Program.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900064-375013	Breast/Cervical Cancer ATC	150.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	900064-404500	Contract Services	150.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 150

Total Expenditures 150

Prepared By: Donna Ramos

Email dramos@pendercountync.gov

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Alan Cutler
DATE:	December 6, 2021
SUBJECT:	Approval of a Budget Amendment for funds in Insurance/Property Loss in the amount of $22,505.00.

SUMMARY:
This budget amendment is to increase budgeted revenues for insurance proceeds received for damaged vehicles.

ACTION REQUESTED:
Approval of a Budget Amendment for funds in Insurance/Property Loss in the amount of $22,505.00

Wednesday, November 17, 2021

Pender County Budget Ordinance Amendment

Date Wednesday, November 17, 2021

Board Meeting Date (If Applicable) Monday, December 6, 2021

Fiscal Year FY 2021-2022

Fund 10 - GENERAL

Division, Program, Project, etc. Sheriff's Office Revenue Transfer

Department 510 - SHERIFFS DEPARTMENT

Purpose of Request

Transfer of insurance revenue funds to vehicle repair to pay for repairs.

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	10-320017	Insurance/property loss	22,505.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	510-402800	Vehicle Repairs/Maintenance	22,505.00
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 22505

Total Expenditures 22505

Prepared By: Jennie Coleman

Email jennifer.coleman@pendersheriff.com

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Wes Stewart
DATE:	December 6, 2021
SUBJECT:	Reclassification of a position at Department of Social Services

SUMMARY:
The Department of Social Services is requesting to reclassify an Administrative Assistant position (position control # 105504) from a Grade 2 Step 2 to an IM Supervisor Senior Position Grade 10 Step 0. This will adjust the number of individuals (11 staff members) the current IM Supervisor oversees. Best practice indicates that locus of control should be no more than 5-7 employees. Additionally, the current IM Supervisor oversees 2 programs, Food and Nutrition Services and Program Integrity. (Fraud Investigators) Lapsed salary will be used to offset the difference in the classifications. No additional county funds will be needed.

Title	Grade	Estimated Salary	Pender's Retirement Contribution (11.40%)	Pender's 401k Contribution (2.50%)	Pender's Health Insurance Contributions	Pender's LTD/Basic Life Contributions	FICA 7.65%	Total	
Administrative Assisant	2	$28,109.56	$3,204.49	$702.74	$6,263.52	$44.40	$2,150.38	$40,475.09	**Budgeted**
IM Supervisor Senior	10	$50,799.83	$5,791.18	$1,270.00			$3,886.19	$61,747.19	**Reclassification request**
								$21,272.10	difference

Pender County
Consent Agenda

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	December 6, 2021
SUBJECT:	Consideration of a purchase order for the lease agreement with Burgaw Now, LLC

SUMMARY:
The lease agreement for utilizing the space located at 102 West Fremont Street (for additional Courthouse file storage) with Burgaw Now, LLC is $3,000 per month. The requested purchase order for $21,000 will allow us to cover the expense of the lease for the remainder of this budget year beginning with the month of December, 2021.

ACTION REQUESTED:
Approval of the purchase order to Burgaw Now, LLC in the amount of $21,000 to be paid out of maintenance budget code 500-402100 (Rent).

Pender County
Approval of the Board of Commissioner Meeting Minutes November 15, 2021

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of the Board of Commissioner Meeting Minutes November 15, 2021

SUMMARY:
Board of County Commissioner Meeting Minutes November 15, 2021

ACTION REQUESTED:
To approve a motion to adopt meeting minutes

MINUTES
Board of County Commissioners Meeting
Monday, November 15, 2021 4:00 PM
Pender County Public Assembly Room

MEMBERS PRESENT: George Brown
Fred McCoy
Jacqueline A. Newton
David Piepmeyer
David Williams

MEMBERS ABSENT:

OTHERS PRESENT: Chad McEwen, County Manager
Trey Thurman, County Attorney
Tera Cline, Clerk to the Board
Doug Shipley, Assistant County Manager
Allen Vann, Assistant County Manager
Other Staff and Members of the Press and Public.

1 CALL TO ORDER
Chairman called the meeting order at 4:00 P.M.

2 INVOCATION
Commissioner McCoy presented the invocation

3 PLEDGE OF ALLEGIANCE
Pledge of Allegiance lead by Commissioner Newton

4 ADOPTION OF AGENDA

Moved by David Williams, seconded by Fred McCoy

Motion to adopt agenda

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			

David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

5 PUBLIC HEARING

6 PUBLIC INFORMATION

6.1 Presentation of the preliminary demographic study for Pender County Schools

Dr. McKibben and Mr. Matthew Cropper presented to the board the Pender County Schools Demographic Study report and Pender County Schools Options Statistics report.

The board asked Dr. Hill, Superintendent, if people outside of district are still being allowed to transfer. Dr. Hill stated if the school was at capacity no transfer were allowed. Virtual classrooms were discussed as well. District options were discussed as well.

6.2 Presentation of the 2020 -2021 Department of Social Services Annual Report

Wes Stewart, Director of Social Services, gave a brief overview of the annual report. Mr. Stewart also acknowledged his staff for all their hard work and the board followed that with their acknowledgement as well.

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.1 Approval of a Purchase Order to LabCorp of America Holdings in the amount of $150,000

8.2 Approval to increase Purchase Order for North Carolina Department of Public Safety in the amount of $45,000.00.

8.3 Approval of Agreement with Skip Green & Associates for EDA Grant Administration and associated Purchase Order

8.4 Approval of the Board of Commissioner Meeting Minutes November 1, 2021

Moved by Jacqueline A. Newton, seconded by David Williams

Consent Agenda Approved

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9 APPROVALS AND RESOLUTIONS

9.1 Pender County Digital Inclusion Plan

Chris Ward, Director of Business Development ATMC, gave a brief presentation explaining the Pender County Digital Inclusion plan and where to find the information. He explained that any county that is using ARC funds to help with broadband infrastructure will get increased help from the federal government grants. Mr. Ward, explained the struggles with NC DOT and Commissioner Piepmeyer stated he would help with that if given the information. The cost of of internet was discussed as well.

Moved by David Piepmeyer, seconded by David Williams

Motion to adopt the Digital Inclusion Plan

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9.2 Approval of a Purchase Order to Capital Ford of Wilmington for $87,262.62 for the purchase of one 2022 Ford F150 truck with extended cab, one 2022 Ford Explorer, and one 2022 Ford Escape.

Kenny Keel, Director of Utilities, explained one vehicle will be purchased from Capital Ford in Wilmington, and the other is from Bill Carone and would like separate PO's for each.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion to approve purchase order to Capital Ford in the amount of $24,773.60 and another purchase order to Bill Carone for the amount of $60,817.00.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9.3 Approval of a Purchase Order to Fairway Ford of Burgaw for $33,629.15 for the purchase of one 2022 Ford F150 Crew Cab truck.

Moved by Fred McCoy, seconded by David Williams

Motion to approve purchase order to Fairway Ford in the amount of $32,530.00

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9.4 Approve Purchase Order for Resurfacing of Water Plant Clear wells

Moved by David Piepmeyer, seconded by David Williams

Motion to approve Purchase Order to Carolina Management Team in the amount of $ 89,734.00

	For	Against	Abstained	Absent

George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9.5 Approval of Contract Change Order for Construction of Factory Road Water Main Extension Design-Build Project, Budget Ordinance Amendment, and Associated Purchase Order

Kenny Keel, Utilities Director, $504,250.00 change order for the project completion. There was discussion of lead times etc. Trey Thurman, Attorney, noted that ordinarily a change order would not be approved for this amount but this was design build the board authorized the change order. Justin Wagner, State Utilities contractor, who is teamed up with McKim and Creed stated the biggest drive on this project will be supplies.

Moved by David Piepmeyer, seconded by David Williams

Motion to approve

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9.6 Approval of the 2021 EOP (Emergency Operation Plan)

Tommy Batson, Emergency Management Director, presented the EOP for the county. Updates were made and it has been approved by staff and the state as well.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to approve

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

9.7 Approval of Purchase Order to Fairway Ford for the purchase of 2022 Ford F150 truck for Animal Control Division in the amount of $30,960.00.

Replacement vehicle for Animal Control Division.

Moved by David Piepmeyer, seconded by Jacqueline A. Newton

Motion to approve

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

10 DISCUSSION

11 APPOINTMENTS

11.1 Approval of Reappointment to the Pender County Jury Commission

Chad McEwen, County Manager, explained the purpose of the Jury Commission. Mr. Bill James requested to be reappointed. The board requested to advertise the vacancy on the county website until next meeting.

12 MAPLE HILL WATER AND SEWER DISTRICT

13 ROCKY POINT WATER AND SEWER DISTRICT

13.1 Resolution Accepting the Deed of Dedication of water distribution system for Carolina Creek Phase 3

5:42 PM board convened as the Rocky Point Water and Sewer board. Motion to approve resolution.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion to approve

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

14 SCOTTS HILL WATER AND SEWER DISTRICT

15 MOORES CREEK WATER AND SEWER DISTRICT

16 CENTRAL PENDER WATER AND SEWER DISTRICT

17 PENDER COUNTY BOARD OF HEALTH

5:44 PM opened as the Pender County Health board. Carolyn Moser, Health Department Director, gave a brief update on COVID-19.

18 SOCIAL SERVICES BOARD

19 ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGERS, & COUNTY COMMISSIONERS

Trey Thurman, County Attorney, Closed session items include

- Item 3 Attorney/client
- Item 4 Economic Development
- Item 5 Acquisition of real property
- Item 6 Personal

Chad McEwen, County Manager, updated the board on the following projects:

- Golden Leaf grant request for help with the cost of demolition of the BASF property
- RFP for the BASF property being completed by Wood Engineering

- Pender Commerce Park update
- Water main break in Brunswick county
- Mosely Architectural design team will meet with staff first week in December for a staff kick off meeting for the new law enforcement center and jail.
- Pender water main break

Doug Shipley, Assistant County Manager, gave a brief update on the following:

- Supervisor on-board training
- Update on new employee hires
- New phone system testing and purchase
- Five year plan review of IT projects

Allen Vann, Assistant County Manager, briefed the board on the following:

- Gave acknowledgement to the utilities department for great job on water main break
- Long Creek school burn

Commissioner McCoy, noted how well the Veterans celebration was in downtown Burgaw.

Commissioner Piepmeyer, gave a brief update on himself and Commissioner Newton meeting Chief Justice Paul Newby and that he was very impressed with the courthouse improvements etc.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion to convene to closed session at 6:04 PM

	For	**Against**	**Abstained**	**Absent**
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

20 CLOSED SESSION (IF APPLICABLE).

Motion to go into closed session made at 6:04 P.M. Motion to enter into closed session pursuant to G.S. 143-318.11: 3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time; 4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session; 5) To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment. 6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy matters may not be considered in a closed session. The Board exited closed session at approximately 7:10 p.m.

21 7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS

21.1 Resolution Requesting Approval of Conditional Zoning Map Amendment for three (3) tracts totaling approximately ±301.09 acres from RP, Residential Performance and RA, Rural Agricultural zoning districts to PD-CD1, Planned Development Conditional zoning district 1.

Travis Henley, Director of Planning and Community Development, presented on behalf of the applicant. He explained that this project, largely consisting of single-family lots on a private sewer system, along with 65 acres of dedicated common space and a farmers' market, was submitted under the name "Falls Mist Gardens". The applicant is proposing to construct the project in three phases working southward from NC Hwy 210: The first phase would consist of 300 residential lots, the wastewater treatment plant, and the farmers' market. The second phase would consist of an additional 300 residential lots, and the third phase would consist of the final 150 residential lots. The applicant has also agreed to place a siren-activated gate for emergency access to A.R. Black Ave. until such time as that roadway be redeveloped to the street standards of the Pender County Unified Development Ordinance. The Traffic Impact Analysis will be required to be complete prior to administrative approval of the project. Mr. Henley clarified that Fall Brooke Lane is currently not up to DOT standards. He also gave a brief overview of the conditions of approval, to include the change with condition number 10. The board and Mr. Henley discussed the access roads and the standards of these roads.

Sam Potter, attorney for the applicant, gave a brief presentation on behalf of the applicant. He stated this project is better than the project if done by-right. He presented traffic calming, and traffic summery and storm water proposal. Mr. Potter, also explained condition number 10.

Don Bennett, Traffic Engineer, reviewed the new proposed traffic impact analysis with the board. He explained the changes that will be made to the roads to accommodate traffic. Mr. Bennett also addressed all concerns expressed from the January meeting. Chairman Brown, expressed concerns about accidents on and near the bridge. Chairman Brown, stated his concerns about Fall Brook Lane being a through threw road.

Jimmy Fentress, Engineer, Chairman Brown asks Mr. Fentress to explain the storm water improvement proposed versus by-right and the sewer plant plans. Attorney Trey Thurman, asked if the 600 plus homes would be done based on the land. Mr. Fentress stated that without further studies and research he could not answer that truthfully.

Sam Potter, Attorney for the applicant, stated to the board that after speaking with his client that before the 700th home is completed that another traffic impact analysis would be completed. Commissioner Newton asked if there was any effort to find another easement, or access to this development. He stated the Mr. Bennett could speak to that.

Teresa James, 94 Fallbrook Lane, addressed the board with her concerns about traffic, and access to her drive way. She is concerned about traffic noise as well. She wanted some clarification in going from 40 acres to 300 acres. She stated she is not against the development just wants different access.

Stuart Peterson, 203 Fallbrook Lane, expressed to the board his concerns about traffic and speed limit. Showed some pictures of the members of the community. Mr. Peterson explained his concern with not being told how many pump stations will be placed.

Aubrey Harvey,30 Oak Creek Court, expressed to the board her concerns of access to the neighborhood and the size of the road. Explained to the board her septic issues and the safety of the children are her big concerns as well. Ms. Harvey, stated the school can not support this many homes as well.

Johnathan Vaughan, 160 Fallbrook Lane, stated to the board that access to driveways is a huge concerns. He stated that Fallbrook lane is not up to NC DOT standards. Mr. Vaughan, shared with the board that he showed the applicant some land next to Fallbrook that is available for access.

Bob Dummermuth, 237 Tumbling Water Rd., stated his biggest concern is the round about being placed at his driveway.

James Hall, 313 West Strawberry Lane, expressed his concern about having traffic pushed to West Strawberry Lane. He stated they should have traffic lights at each entrance due to the amount of traffic coming in and out.

Chairman Brown, stated the developer has the right to develop and that is not the issue. The biggest issue is increased density and traffic impact. He stated he would not be able to vote in favor of this.

Commissioners had a brief discussion on sewer system and roads. Also, explained he could not make a motion or second it due to Board of Commissioners rules of procedures.

Motion to deny made by David Williams, and Seconded by Fred McCoy, all in favor to deny except Commissioner Newton. Johnathan Vaughn then spoke up and stated that the representative that owns the land closer to the bridge would be willing to negotiate something with the applicant. The applicant agreed to discuss looking at an entrance at this

property if case is tabled. At that time David Williams made a motion and Jackie Newton seconded to resend the denial vote and all were in favor.

Moved by David Williams, seconded by Jacqueline A. Newton

Motion to table

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

21.2 Resolution Requesting Approval of a Special Use Permit

Greg Feldman, Planner I, presented on behalf of the applicant, Marie Peedin, applicant, on behalf of Barnes Boykin, owner, is requesting approval of a Special Use Permit for the construction and operation of a 10,500 square foot Family Dollar retail store. The applicant has indicated that Pender County Utilities (PCU) will be contacted to extend water service to the site and Four County will provide electrical service to the site. The applicant is currently coordinating with a private sewer design engineer and the North Carolina Department of Environmental Quality to design and permit an on-site wastewater system to accommodate the proposed use. He reviewed that conditions to consider upon approval.

Marie Peedin, Engineer and applicant with Barnes Boykin, showed a picture of what the outside of the store would look like. The board requested explanation in regards to storm water runoff. Ms. Peedin explained the runoff plan and sewer options in accordance with state compliance. She stated she did not bring the septic engineer to explain the sewer system due to it being permitted through the state. Less than 30 gallons of wastewater a day is what they have calculated thus far. Soil Scientist is working with them as well.

Barnes Boykin and Charles Thomas, developers, just stated they were there to answer any questions if needed.

Moved by Jacqueline A. Newton, seconded by David Williams

Motion to table until septic issue questions can be addressed by applicant.

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer		x		
David Williams	x			
	4	1	0	0

CARRIED.

21.3 Resolution Requesting Approval of a Special Use Permit for Duke Energy Telecommunication Facility

Trey Thurman, County Attorney, swore in all applicants and staff presenting on this case. Gideon Smith, Senior Planner, presented on behalf of Duke Energy. He gave a very brief presentation on the set up and site plan of the tower. County attorney, requested that Hal Kitchin and Robert Jackson agreed with presentation and welcomed a vote.

Moved by Jacqueline A. Newton, seconded by David Piepmeyer

Motion to approve

	For	Against	Abstained	Absent
George Brown	x			
Fred McCoy	x			
Jacqueline A. Newton	x			
David Piepmeyer	x			
David Williams	x			
	5	0	0	0

CARRIED.

22 ADJOURNMENT

Motion to adjourn at 9:08 P.M.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Zack White
DATE:	December 6, 2021
SUBJECT:	Approval of Purchase Order for Penderlea Community Park Playground

SUMMARY:

Approved in the FY 21-22 budget was the installation of a playground in the Penderlea Community Park. We have received quotes from four playground vendors. The vendors include Playworld Preferred, Miracle, Barrs Recreation and Cunningham Recreation. Attached you will find the quotes and the playground designs for each vendor. With the price of materials fluctuating constantly I have asked all vendors to give us an updated quote before the meeting.

ACTION REQUESTED:

Approve Purchase Order for playground at Penderlea Community Park.

Barrs RECREATION
36 DIANE STREET
PITTSBORO, NC 27312

QUOTATION

Date	Estimate #
8/23/2021	13528

Name / Address
Pender County Parks and Recreation P.O. Box 5 Burgaw, NC 28425

Rep	Project
JLB	

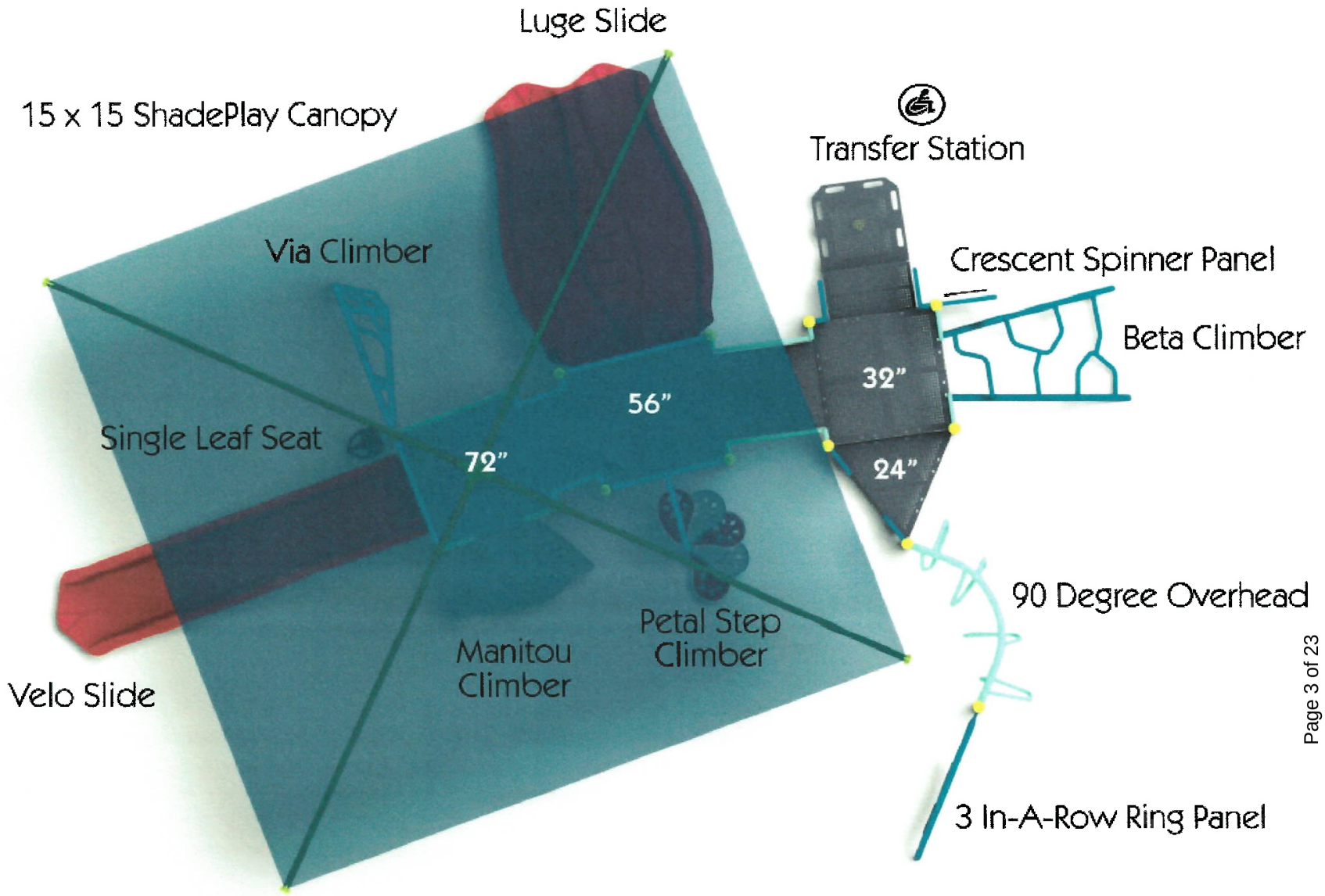
Item	Description	Qty	U/M	Rate	Total
BCI Burke	NUIN-2977 from sales flyer	1	ea	27,281.00	27,281.00T
BCI Burke	Model # 550-0201SINGLE POST SWING ASSEMBLY 5" with 2 belts and 2 toddlers	1	ea	2,937.00	2,937.00T
Childforms Bo...	Commercial Border Timber 12" x 4' for 61' x 51' area	48		32.00	1,536.00T
Childforms Bo...	ADA Ramp	1		575.00	575.00T
EWF	Certified Engineered Wood Fiber	95	C...	42.00	3,990.00T
Installation	Installation of Your Commercial Equipment - completed in typical soil conditions. *In atypical situations where excessive bedrock is encountered such that a rock hammer or other heavy equipment is needed to complete the job, additional fees may be discussed.			9,700.00	9,700.00T
Freight	ABF Freight	1		3,600.00	3,600.00T

All purchases subject to a 10 to 12 week delivery schedule, unless otherwise noted. This quote is valid for 30 days. Payment terms are issuance of PO, or 50% deposit with order, balance due upon delivery (or completion of installation if we are providing that service). To accept this quotation, please sign and date on line below, and fax to (919) 781-5779 Thank you for your consideration. If an order is cancelled after production begins, there will be a 35% re-stocking fee_____

Subtotal	$49,619.00
Sales Tax (6.75%)	$3,349.28
Total	$52,968.28

Phone #	Toll Free Phone	E-mail	Web Site
919-781-4870	800-909-PLAY	info@barrsrec.com	www.barrsrec.com

All prizes increasing by 11% On Dec. 3rd.


Luge Slide
15 x 15 ShadePlay Canopy
Transfer Station
Via Climber
Crescent Spinner Panel
Beta Climber
32"
56"
Single Leaf Seat
72"
24"
90 Degree Overhead
Petal Step Climber
Manitou Climber
Velo Slide
3 In-A-Row Ring Panel

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

11/24/2021
Quote #156540-01-03

Penderlea Park (Updated 11-24-21)

Pender County Parks and Recreation
Attn: Zach White
805 South Walker Street
Burgaw, NC 28425
Phone: 910-663-3771
zwhite@pendercountync.gov

Ship to Zip 28478

Qty	Part #	Description	List $	% Disc.	Selling $	Ext. Selling $
1	RDU	GameTime - Cascade *[Basic:_____]* *[Accent:_____]* *[Deck:Pvc:_____]* *[Roto Plastic:_____]* *[Arch:_____]* *[Basic:_____]* *[HDPE:_____]* *[Deck:Pvc:_____]* *[Roto Plastic:_____]*	$27,203.00	35.00	$17,682.00	$17,682.00
		(2) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'				
		(5) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'				
		(2) 12027 -- 3 1/2" Uprt Ass'Y Alum 12'				
		(1) 12215 -- Crunch Bar Prime Time				
		(3) 18200 -- 36" Sq Punched Deck P/T 1.3125				
		(1) 18201 -- 36" Tri Punched Deck P/T				
		(1) 18692 -- Single Thunder Ring				
		(1) 19003 -- Decorative Panel				
		(1) 19112 -- Corkscrew (4'-6" & 5')				
		(1) 19198 -- 26" Bubble Panel				
		(1) 19232 -- Loop Ladder (3'6" & 4')				
		(1) 19254 -- Scramble Up (4'6" & 5')				
		(1) 19286 -- Transfer Platform W/ Guardrail 4'				
		(1) 19382 -- Single Entrance Wilderslide Ii				
		(1) 19385 -- Straight Section Wilderslide Ii				
		(1) 19386 -- Left Curve Section Wilderslide Ii				
		(1) 19388 -- Exit Section Wilderslide Ii				
		(1) 19792 -- Double Zip slide 4'-0"				
		(1) 19482 -- 360 Spiral Slide 5' w/roto hood				
1	178749	GameTime - Owner's Kit			$66.00	$66.00
1	P831	GameTime - T-Swing (Painted),3 1/2" Od *[Basic:_____]*	$1,230.00	3.00	$1,193.10	$1,193.10
1	8910	GameTime - Belt Seat 3 1/2"Od(8910)	$288.00	16.00	$241.92	$241.92
1	8696	GameTime - Encl Seat 3 1/2"(8696)	$359.00	16.00	$301.56	$301.56
44	4862	GameTime - 12" Playground Border	$62.00	16.00	$52.08	$2,291.52

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

11/24/2021
Quote #156540-01-03

Penderlea Park (Updated 11-24-21)

Qty	Part #	Description	List $	% Disc.	Selling $	Ext. Selling $
1	4858	GameTime - Access Playcurb-W/Adap	$615.00	16.00	$516.60	$516.60
93	EWF	GT-Impax - Engineered Wood Fiber Safety Surfacing (CY)- • Area: 1,865 Sq.Ft. • Thickness (Compacted): 12"			$22.45	$2,087.85
1	INSTALL	MISC - Installation- Pricing inlcudes: • Installation of equipment • Installation of EWF • Installation of (44) borders and (1) ADA ramp			$12,714.00	$12,714.00
Contract: OMNIA					**Sub Total**	$37,094.55
					Material Surcharge	$4,607.47
					Freight	$2,315.56
					Tax	$2,112.99
					Total	$46,130.57

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

* Discounted pricing is based on the Omnia Partners contract. For pricing to be valid, the customer must be registered - (it's fast, easy, & free!) https://www.omniapartners.com/publicsector

*Pricing is based on a current on-line sale and is subject to availability. Pricing is valid for 30 days only. Please verify availability at time of purchase.

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

11/24/2021
Quote #156540-01-03

Penderlea Park (Updated 11-24-21)

GAMETIME - TERMS & CONDITIONS:

- **PRICING: Due to volitile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.**
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than $5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

11/24/2021
Quote #156540-01-03

Penderlea Park (Updated 11-24-21)

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **$46,130.57**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

_____ _____
Salesperson's Signature Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

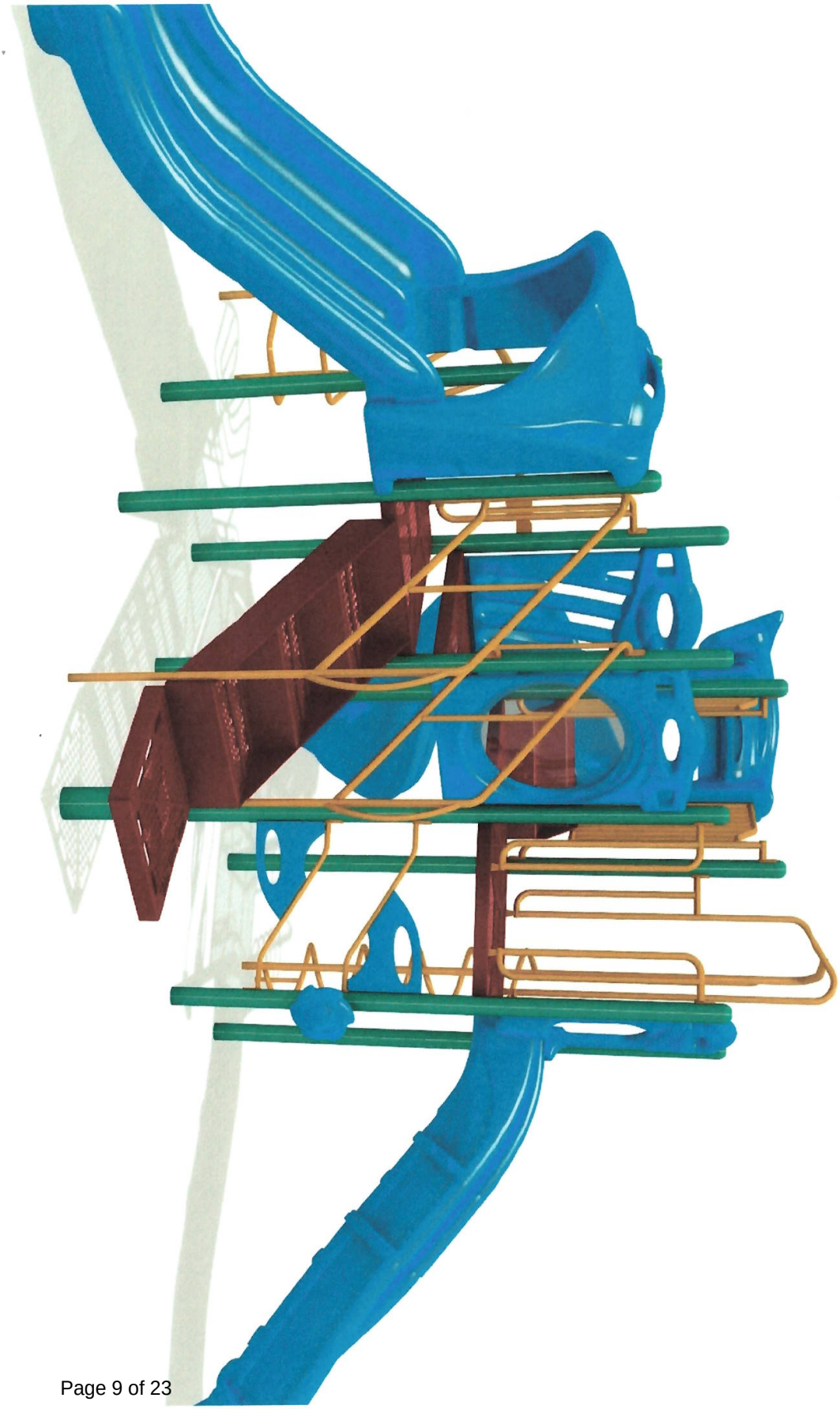
Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

40' - 7"
69' - 8"
DOUBLE WAVE ZIP SLIDE 19792
LOOP LADDER 19232
DECORATIVE PANEL 19003
TRANSFER PLATFORM W/ GUARDRAIL 19286
CRUNCH BAR 12215
F5 SPIRAL SLIDE w/ HOOD 16316
BUBBLE PANEL 19198
SCRAMBLE UP 19234
SINGLE THUNDERSTRING (SELECTIVE) 18652
CORKSCREW CLIMBER 19112
SINGLE WILDERSLIDE II 19382 19382 19388 19386
4'
4'-6"
5'
5'
6'
6810
BELT SEAT PACKAGE-SWING 3 1/2" O.D. (PAINTED) P631
5896
ENCLOSED TOT SEAT PACKAGE 3 1/2" O.D.
GameTime
A PLAYCORE Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com
ISO 9001 CERTIFIED
Pender County P&R
Willard, NC
Representative
Cunningham Recreation
This play equipment is recommended for children ages
2-5 or 5-12
Minimum Area Required
Scale NTS
This drawing can be scaled only when in an 11" x 17" format
IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U S consumer Product Safety Commission, ASTM standard F 1487, and Canadian Standard CAN/CSA-Z-614
Drawn By
LDK/KM
Date
09.20.21
Drawing Name
156540-01-02



Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0003210074

Project: R0003_44455589223_01

Prepared For:

DEE TURNER
PENDER CO PARKS AND REC
po box 1519
805 s walker st
BURGAW , NC 28425
910-259-1330 (phone)
DTURNER@PENDERCOUNTYNC.GOV

Project Name & Location:

Attn: Pender Co Parks

Prepared by:

CRD OF HILTON HEAD, INC

20 TOWNE DR. PMB 186
BLUFFTON, SC 29910
843-757-3156 (phone)
jeff@churchichrecreation.com

Ship To Address:

DEE TURNER
PENDER CO PARKS AND REC
805 SOUTH WALKER SGTREET
BURGAW , NC 28425
910-259-1330 (phone)
DTURNER@PENDERCOUNTYNC.GOV

End User:

DEE TURNER
PENDER CO PARKS AND REC
po box 1519
805 s walker st
BURGAW , NC 28425
910-259-1330 (phone)
DTURNER@PENDERCOUNTYNC.GOV

Quote Number: R0003210074
Quote Date: 9/16/2021
Valid For: 30 Days From Quote Date

704S068J

Product line: TotsChoiceX
Age group: 5-12

Global defaults

Accent	CHARTREUSE
Accent Climber	CHARTREUSE
Accent Enclosure	CHARTREUSE
Clamp	CHARTREUSE
Leg	COBALT
Panel 01	COBALT-SAND-COBALT
Panel 02	COBALT-SAND-COBALT
Panel 03	COBALT-SAND-COBALT
Panel 04	COBALT-SAND-COBALT
Post	COBALT
PVC	GREY
Roof	COBALT
Rope Cable	BLACK
Slide Canopy	COBALT
Slide Rockite	CHARTREUSE
Spiral Barrel	COBALT
Spiral Canopy	COBALT

Swing Seat 01	TAN
Swing Seat 02	TAN
Swing Seat 03	TAN
Swing Seat 04	TAN
Toprail	COBALT

Components

Part Number	Description	Qty	Weight	Unit Price	Total
7045029	(704S068J) SQUARE DECK ATTACHES TO (4) 3-1/2" POSTS	3			
7046085	(704S068J) WAVY WEDGE WALL WALKER (5' DECK)	1			
7046385	(704S068J) GROOVE II SLIDE (5' DECK)	1			
7047225	(704S068J) 8' SERPENT TREK (ONLY)	1			
70474859	(704S068J) 6'2" TYPHOON II SLIDE 360 DEG (5' DECK)	1			
704782	(704S068J) CRUNCH STATION	1			
704796P1	(704S068J) BELL (POST MOUNT)	1			
704808	(704S068J) CLIMBING POLE (3', 5' OR 6'6" DECK)	1			
7048135	(704S068J) DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1			
70481553	(704S068J) END LADDER 3' TOP RUNG FOR OH CLIMBER	1			
7048485	(704S068J) TWISTER CLIMBER (5' DECK)	1			
704851359	(704S068J) SQUARE TRANSFER POINT W/OPEN HR (3' DECK)	2			
7048614	(704S068J) SQUARE ROOF, DOUBLE WALL	1			
7049173	(704S068J) CURVED CABLE/ROPE CLIMBER (3' DECK)	1			
70495949	(704S068J) ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN	1			
70497049	(704S068J) 4' ARCH BRIDGE BETWEEN DECKS	1			
704S068J	SALE - TOT CHOICE EXP 3 DECK SYSTEM	1	4,520.00	27,499.00	27,499.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	7.00	0.00	0.00
718552	(704S068J) 3 1/2" OD X 130" POST (3' TO 5' DECKS)	4			
718554	(704S068J) 3 1/2" OD X 166" POST (7' TO 8' DKS)	2			
718572	(704S068J) 3 1/2" OD X 138" POST FOR ROOF (3'DK OR LESS)	4			
718573	(704S068J) 3 1/2" OD X 162" POST FOR ROOF (3'6" TO 5'DK)	4			
7188524SW	SALE - 3 1/2" OD ARCH SWG W/4 S/P SEATS MC	1	360.00	1,999.00	1,999.00

RiskSign_Included

Product line: Freestanding
Age group:

Global defaults

Post - FS COBALT

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
APS4X12	APS 4' X 12" POLY TIMBERS	50	0.00	36.00	1,800.00
ZEAGER	WOOD FIBER SURFACING	100	0.00	24.00	2,400.00

Totals:

Equipment Weight:	4,887.00 lbs
Equipment List:	$29,498.00
Discount Amount:	-$0.00
Equipment Price:	$29,498.00
Freight:	$223.68
Installation:	$11,000.00
Products by Other:	$4,200.00
SubTotal:	$44,921.68
Estimated Sales Tax*:	$3,032.21
Grand Total:	**$47,953.90**

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales

Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0003210074 **Quote Date:** 9/16/2021 **Equipment:** $29,498.00 **Grand Total:** $47,953.90

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in

writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

PLAYWORLD PREFERRED The world needs play.

11515 Vanstory Drive, Suite 100 - Huntersville, NC 28078
P: 1-800-459-7241 F: 704-584-1034

QUOTE

Date	Quote #
11/19/2021	PWCQ18553-01

Quote valid for 30 days.

Bill To:

Pender County Parks and Recreation
Zach White
805 S Walker St
Burgaw, NC 28425

P: 910-663-3771
F:
zwhite@pendercountync.gov

Site/End User:

Penderlea Community Park

Zach White
231 WH Robbins Rd
Willard, NC 28478

P: 910-663-3771
F:
zwhite@pendercountync.gov

Ship To:

Pender County Parks and

Zach White
805 S Walker St
Burgaw, NC 28425

P: 910-663-3771
F:
zwhite@pendercountync.gov

50% Deposit Required.
See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Mike.Clifton	Mike.Clifton

Qty	Item #	Description	Unit Price	Ext. Price
		UPDATED PRICING 11-19-2021		
		CUSTOM DESIGN FOR PENDERLEA COMMUNITY PARK		
1	CH-Custom	"Challenger" Series (3.5" Structural Uprights) * Design #:21-6319A * Ages: 2 - 12 * Use-Zone: 40' x 64' * Capacity: 31 Children	$23,286.00	$23,286.00
1	ZZXX0930	3.5in OD 2-UNIT STEEL ARCH SWING- 8ft TOP RAIL	$2,240.00	$2,240.00
1	ZZXX0932	3.5in OD STEEL ARCH SWING 2-UNIT ADD-A-BAY	$1,344.00	$1,344.00
2	ZZXX0260	BELT SEAT W/SILVER SHIELD CHAIN FOR 8ft TOP RAIL	$141.00	$282.00
2	ZZXX0265	INFANT SEAT W/SILVER SHIELD FOR 8ft TOP RAIL	$252.00	$504.00
1	ZZXX0650	WAVE RIDER SEE-SAW	$2,042.00	$2,042.00
		SubTotal		$29,698.00
1	QWDISCPW	Discount on Playworld products	-$7,424.50	-$7,424.50

Qty	Item #	Description	Unit Price	Ext. Price
		INSTALLATION		
1	Install-EQ	Installation of Equipment Includes Installation of Equipment, Borders, Ramp and EWF Surfacing. **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing.	$12,200.00	$12,200.00
		SURFACING		
108	EWF-Zeager	Zeager Mulch Engineered Wood Fiber Based on 2,560 sq ft ASTM, IPEMA Certified ADA Accessible	$16.50	$1,782.00
51	APS-Border12	12" Playground Border with Spike	$30.00	$1,530.00
1	APS-ADAHalfRamp	ADA Half Ramp System for use with 8" or 12" borders	$450.00	$450.00
		Running SubTotal		$38,235.50

SubTotal	$38,235.50
Tax Rate	6.75 %
Sales Tax	$2,840.10
Shipping	$3,840.00
Total	**$44,915.60**

We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of $100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its on going warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

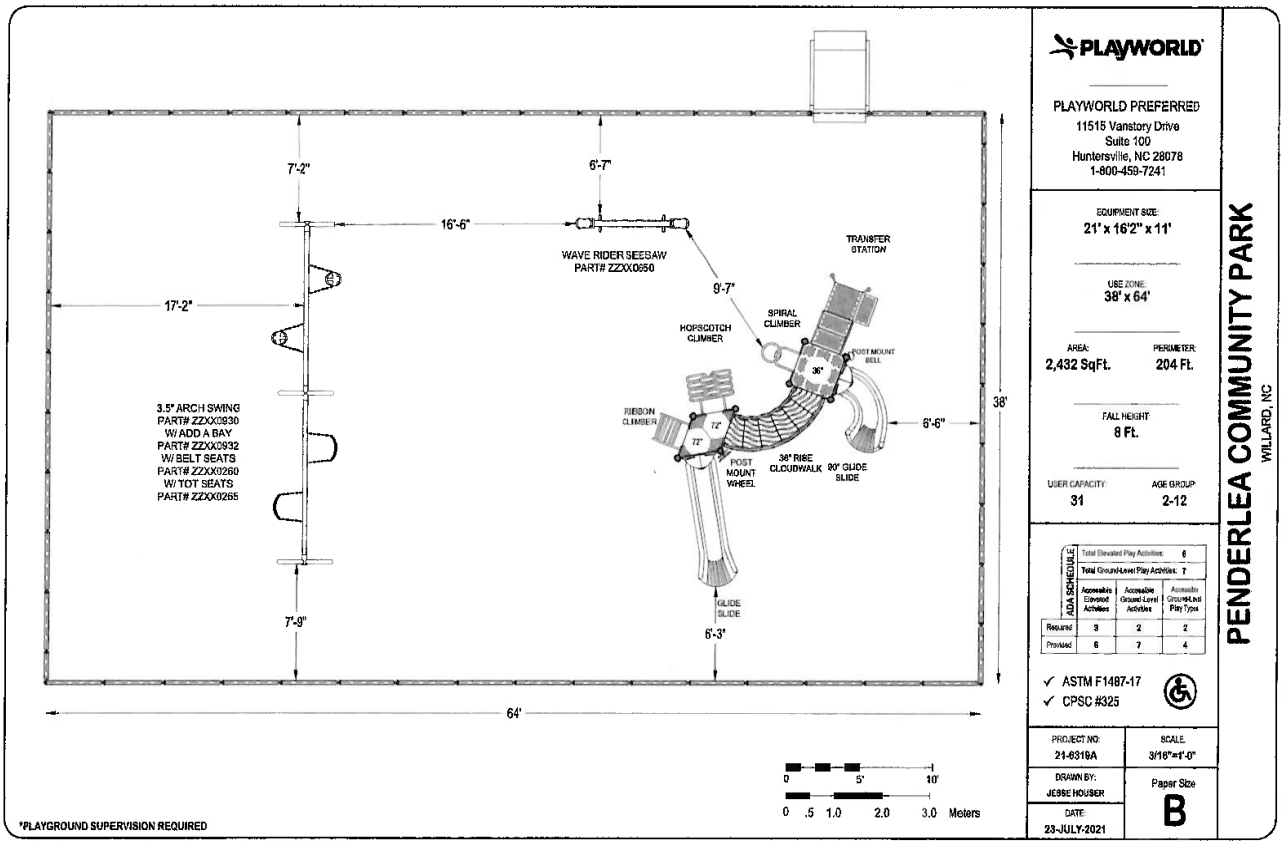
Playworld Preferred Signature _____ Date _____

Send Signed Quote & Deposit To:
Playworld Preferred
Attn: PWP Signed Quote c/o Playworld Systems
1000 Buffalo Road
Lewisburg, PA 17837

Penderlea Community Park
Willard, NC
Sales Representative
Equipment Manufacturer
PLAYWORLD
PLAYWORLD
Orange
Red
Tropical Yellow
Orange
Tropical Yellow
Orange Sand
Brown

Penderlea Community Park
Willard, NC
21-6319-A
Sales Representative
PLAYWORLD
Equipment Manufacturer
PLAYWORLD

Penderlea Community Park
Willard, NC
21-6319A
Sales Representative
PLAYWORLD
Equipment Manufacturer
PLAYWORLD



PLAYWORLD

PLAYWORLD PREFERRED
11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
1-800-459-7241

EQUIPMENT SIZE:
21' x 16'2" x 11'

USE ZONE:
38' x 64'

AREA:
2,432 SqFt.

PERIMETER:
204 Ft.

FALL HEIGHT
8 Ft.

USER CAPACITY
31

AGE GROUP
2-12

ADA SCHEDULE

	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	3	2	2
Provided	6	7	4

Total Elevated Play Activities: 6
Total Ground-Level Play Activities: 7

✓ ASTM F1487-17
✓ CPSC #325

PROJECT NO:	SCALE:
21-6319A	3/16"=1'-0"
DRAWN BY: JESSE HOUSER	Paper Size B
DATE: 23-JULY-2021	

PENDERLEA COMMUNITY PARK

WILLARD, NC

Pender County
Recommendation to award the UCaaS contract and issue purchase order to TrueIP Solutions, Inc. for 5 year service agreement in the amount of $78,100.99 for FY22.

TO:	Board of County Commissioners
FROM:	R. Earl Moore
DATE:	December 6, 2021
SUBJECT:	Recommendation to award the UCaaS contract and issue purchase order to TrueIP Solutions, Inc. for 5 year service agreement in the amount of $78,100.99 for FY22.

SUMMARY:
In 2019, Pender Staff started research to replace its on-premises Cisco Voice over IP System. Pender County issued an RFP on July 6th, 2021 to replace our current phone system with a Cloud-Hosted Unified Communication as a Service (UCaaS) solution. In the RFP, the County identified Continuity of Operations, Mobility, Cost, and Functionality as the main reasons to move to a Cloud-Hosted and Cloud-Managed system.

Pender received 21 responses with Year 1 project costs ranging from $85,000 to $410,000. After reviewing the responses, the review committee narrowed down the vendor list to 4 vendors to participate in vendor product demonstrations. The review committee invited four respondents to participate in vendor product demonstrations. After completing the four (4) vendor demonstrations, the committee selected True IP to proof the viability of their product by installing and testing their solution with 25 Pender County employees. From October 4th – November 15th, the employees were able to successfully use the system to conduct County business.

Due to the success of the Proof of Concept, affordability of service and feature-set provided, the selection committee is recommending True IP Solutions as the vendor for Pender County Unified Communication as a Service provider. The True IP solution addresses the main reasons to move to a cloud-hosted and managed system.

1)Continuity of Operations: True IP's solution is cloud hosted, cloud-managed and located in multiple data centers across the United States. In addition, the solution is designed for system resiliency and up-time. Should one hosted data center become unavailable, customers would automatically fail-over to an available data center meaning that Pender's service would immediately move to another data center in another location.

2)Mobility: The proposed solution provides for a mobile workforce. Handsets only need internet access and can be connected to almost any internet connection. In addition, the solution has a mobile client, softphone, and web phone all of which allow staff the ability to answer phone calls in the office, away from the office and/or while teleworking; anywhere with an internet connection.

3)Cost: The County currently incurs monthly & annual costs for telco expenses (PRI and Long Distance), Hardware Support & Maintenance (Smartnet), and Software Support & Maintenance (Smartnet). In addition, upgrades to the system are costly, require third-party business partners, require a great deal of ITS staff time, and cause downtime for end-users. Operating costs for the current system average $135,000 annually. In Fiscal Year 22-23, the estimated operating cost is $248,568.36 which would include necessary hardware replacements and software upgrades. With the proposed solution, the County would receive a monthly bill, per user, rather than the costly expenses required to maintain an on-premise system.

4)Functionality: The proposed solution includes features that the County has identified as a business need, at no additional cost. This includes Call Center capability, paging, call recording, voicemail to email, and Office 365 Integration, and much more. These features are either not currently available in the County's on-premise system or would require professional services to implement.

Monthly service and hardware costs, for this project, was budgeted in the 21-22 Fiscal Year Financial Plan. For the first-year service, $86,635 was budgeted in Contracted Services. However, the estimated cost for the first-year service will be $42,317 saving the County $44,318. In addition, $70,097 was budgeted in Computer Expense to replace the entire fleet of handsets. After an assessment of the County's current handset needs, the estimated one-time equipment cost totals $57,000, saving the County an additional $13,097.

ACTION REQUESTED:
Recommendation to award UCaaS contract and issue a purchase order to True IP Solutions, Inc. for a 5-year service agreement in the amount of $78,100.99 for FY22. This is a budgeted item and will be taken from the following line items.

IT Contracted Services: 445 - 404500
IT Computer Expense: 445 – 406000

True IP's Proposal

Vendor included the full original RFP in their response so an additional copy of the RFP is not included separately (but is on the PC website.)

true IP solutions
Tomorrow's IP Solutions, Today!
P.O. Box 100, Hampstead, NC 28443
910-249-4255, Fax: 888-990-0408

August 10, 2021

Attention: Trisha Newton
Pender County NC

Reference: UCaaS - RFP # 210706-200

We are pleased to provide our response to RFP UCaaS - RFP # 210706-200 for Hosted Phone services for Pender County Government in NC. Enclosed we have provided the following:

- UCaaS – RFP # 210706-200
- TIPS Proposal
- Appendix A – UCaaS-RFP-Requirements-Workbook
- Appendix B - Section 4.1 Responses from RFP
- Appendix C – TIPS SLA
- Appendix D – General Due Diligence Package
- Appendix E – TIPS References

If you need additional information, please let me know.

Thank you,

Michael Steed
msteed@trueipsolutions.com
910-249-4255 Office
910-305-0032 Mobile

REQUEST FOR PROPOSAL

PENDER
COUNTY NC

Unified Communications as a Service

RFP # 210706-200

Date of Issue: July 6, 2021
Questions Due: July 19, 2021 by 5 PM (EST)
Answers Issued via Addendum: 5 PM (EST)

Proposals Due: August 13, 2021 by 5 PM (EST)

Issued for:
Pender County Information Technology Services
805 S. Walker St. # 1437
Burgaw, NC 28425
Phone: 910.259.1260

Issued By:
Trisha Newton, Purchasing Agent
Pender County Finance
805 S. Walker St. #1578
Burgaw, NC 28425
Phone: 910.259.1281

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1 Statement of Work

1.1 Purpose

Pender County is Requesting Proposals regarding replacement of our current on-premise Cisco Voice over IP (VoIP) system (the system) with a Cloud-Hosted Unified Communications as a Service (UCaaS) solution. The County has identified four (4) main reasons to move from an on-premise system to a Cloud-Hosted and Cloud-Managed system: Continuity of Operations, Mobility, Cost, and Functionality. We are seeking a business partner that can help Pender meet these needs by providing a reliable and cost effective UCaaS solution.

First, the current system provides for little redundancy, no continuity of operations, nor disaster recovery. Should the County be left without operating data centers after the wake of a natural or other disaster, we would have no means of communicating with our customers or business partners. By moving to a Cloud-Hosted/Cloud-Managed Solution, County staff can continue to make and receive calls from anywhere with an internet connection.

Second, the County wishes to provide for a mobile workforce. Our current system is on-premise and requires users to connect via VPN to use a softphone option. In addition, our system does not provide for mobile phone applications, nor can handsets be used outside of the County network. During the first wave of the COVID-19 pandemic, the County was challenged with continuing operations while allowing staff to Telework. Due to the lack of mobility, staff were required to forward desk phones to their mobile phones, which continuously posed challenges for both staff and ITS. The County wishes to provide users the ability to make and receive calls using smart phone applications, softphones, and handsets using any available internet connection without requiring a VPN or relying on County infrastructure.

Third, the County wishes to move from a Capital Expense model to an Operating Expense model for its Unified Communications; receiving a monthly bill, per user and/or device, rather than costly expenses to maintain an on-premise system. The County currently incurs monthly & annual costs for telco expenses (PRI and Long Distance), Hardware Support & Maintenance (Smartnet), and Software Support & Maintenance (Smartnet). In addition, upgrades to the system are costly, requires third party business partners, requires a great deal of ITS staff time, and causes downtime for end-users. Moving to the cloud would decrease required resources for our on-premise infrastructure and increase ITS staff efficiency.

Finally, the current VoIP system lacks features that the County has identified as a business need. The County's Call Manager licenses does not include a Call Center ability. Due to the countless calls about the COVID-19 vaccination, the County sought a Call Center as a Service option. This service proved itself as a critical business need for many Departments in the County. In addition, other features such as Paging, Call Recording, and Office 365 Integration would be invaluable to County Operations.

1.2 Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, shall be for the use of all departments at Pender County along with any satellite offices. Pender County reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

This RFP is not an offer or contract for the services described in the RFP.

In addition, the RFP will be subject to the following terms and conditions:

- Your response to our RFP will be become Pender County's property.
- You will not be compensated or reimbursed for costs incurred in preparing responses.
- Pender County is not obligated to contract for any of the products/services described in the RFP.
- Pender County may accept or reject any or all responses.

- Pender County may waive any anomalies in responses.
- Pender County may negotiate with any or all responders.
- Pender County may modify or cancel the RFP at any time.

2 General Information

2.1 Original RFP Document

Pender County shall retain the RFP, and all related terms and conditions, exhibits, and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

The RFP Documents (the "RFP") are:

(a) This RFP document;

(b) RFP Vendor Requirements from "UCaaS RFP Requirements Workbook" spreadsheet, including:

- Requirements Scoring Sheet
- Implementation Deliverables
- SLA UCaaS Operations
- CC Profiles & Volume

RFP Documents shall be read as a whole.

2.2 The Enterprise

Pender County is located on the coast of southeastern North Carolina. The estimated population in 2019 was 63,060. Extreme tropical weather events are common each year. Continuity of operations for local government services during these events is vital. A cloud-hosted and cloud-managed communication platform is key to the County's efforts to continuously improve service to citizens.

CURRENT ENVIRONMENT

The current phone system consists of three (3) virtual Cisco Unified Communications Manager (CUCM) Servers, three (3) virtual Cisco Unity Connection (CUC) server for Voicemail, one (1) IM & Presence Server for soft phone needs. The current version of Cisco Call manager is 12.5. The Current system includes 8 Voice Gateways, 4 AT&T PRI's, 580 DID's. The current system includes 487 VoIP handsets, and 13 Conference phones. The County currently uses PhonEX ONE for reporting purposes. Pender has a valid Microsoft O365 Agreement and has a combination of G3, G1, F3 and Kiosk licenses.

NETWORK

The Pender County network consists of 25 buildings located across the entirety of the County. In Burgaw, the County seat, most of the buildings are connected via private fiber to the Primary Data center. These connections are at minimum 1Gbps. Internet is currently served through the Primary Data Center. However, ITS is in the process of seeking a secondary internet connection for redundancy. Buildings outside of the County seat are connected via WAN/Interconnect services with various bandwidths.

CALL CENTER

During the Covid-19 Vaccination Roll-Out, the County opened a Covid-19 Hotline to handle the multitude of calls received daily. This Hotline uses a Cloud-Based Call Center system. The system was later expanded and a Call

Center was setup at our Health Department; both Call Centers currently use 8 agents. This Call Center as a Service (CCaaS) has proven valuable and the County intends to expand this service to additional Departments with this need.

Current Call Statistics:

Health Department Call Center
Daily Average: 185
Average Maximum Wait Time: 1 Minutes
Maximum Callers in Queue: 13

Covid-19 Call Center
Daily Average: 400
Average Maximum Wait Time: 6 Minutes
Maximum Callers in Queue: 115

HANDSETS

The County is currently using the following Phone Models:

Model	Count	Lines	Type
Cisco 7937	5	1	Conference
Cisco 8831	8	1	Conference
Cisco 7811	2	1	Handset
Cisco 7911	57	1	Handset
Cisco 7821	10	2	Handset
Cisco 7940	39	2	Handset
Cisco 7941	72	2	Handset
Cisco 7942	138	2	Handset
Cisco 7945	28	2	Handset
Cisco 7841	45	4	Handset
Cisco 8811	2	5	Handset
Cisco 8841	1	5	Handset

Cisco 8961	1	5	Handset
Cisco 7960	25	6	Handset
Cisco 7961	3	6	Handset
Cisco 7961G-GE	1	6	Handset
Cisco 7962	27	6	Handset
Cisco 7965	33	6	Handset
Cisco 9971	3	6	Handset

2.3 Schedule of Events

The following is a tentative schedule that will apply to this RFP, but may change in accordance with the organization's needs or unforeseen circumstances. Changes to this schedule will be communicated by the method outlined in section 3.3 of this RFP.

Issuance of RFP	July 6, 2021
Vendor Bid Intentions	July 16, 2021
Technical Questions/Inquiries Due	July 19, 2021
Pender County Responses to Questions	July 23, 2021
RFP Closes	August 13, 2021
Target Date for Short List Selection	September 10, 2021
Presentations/Demos by short list selections	September 20 – 24, 2021
Proof of Concept by short list selections	October 4 – 15, 2021
Complete Initial Evaluation	October 18 – 22, 2021
Final vendor audit and customer references	November 1 – 12, 2021
Recommendation to BOC for Award	December 6, 2021

3 Proposal Preparation Instructions

3.1 Vendor's Understanding of the RFP

In responding to this RFP, the vendor fully accepts the responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to Pender County as necessary to gain such understanding. Pender County reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, Pender County reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to Pender County.

3.2 Good Faith Statement

All information provided by Pender County in this RFP is offered in good faith. Individual items are subject to change at any time. Pender County makes no certification that any item is without error. Pender County is not responsible or liable for any use of the information or for any claims asserted therefrom.

3.3 Communication

Verbal communication shall not be effective unless formally confirmed in writing by the specified procurement official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

If something in this RFP is unclear, not technically feasible, or appears to preclude you from providing Pender County with your best response, by all means ask questions that will help you to shape your response according to Pender County's requirements. Pender County believes that your willingness to ask questions when the RFP is unclear and to point out what may be unwise directions in our RFP are indicators of your professionalism and future performance. Also, we accept that you are experts at performing the services described in this RFP. Therefore, unless you ask questions, we assume you fully understand and accept your role in achieving Pender County's goals, delivering specific business benefits, and building and maintaining the desired relationship with us.

3.3.1 Vendors' Inquiries

Applicable terms and conditions herein shall govern communications and inquiries between Pender County and vendors as they relate to this RFP. Vendors' inquiries, questions, and requests for clarification related to this RFP are to be directed through Pender County's contact listed below.

Attention:	Trisha Newton
Telephone:	910-259-1281
Email:	purchasing@pendercountync.gov

3.3.2 Informal Communications

Informal communications shall include, but are not limited to: requests from/to vendors or vendors' representatives in any capacity, to/from any Pender County employee or representative of any kind or capacity with the exception of Pender County for information, comments, and speculation.

Inquiries for clarifications and information that will not require addenda may be submitted via the email address listed in section 3.3.1 of this RFP.

3.3.3. Formal Communications

Formal communications shall include, but are not limited to:

- Questions concerning this RFP: Questions must be submitted through the method described in section 3.3.1 and be received prior to July 19th.
- Errors and omissions in this RFP and enhancements: Vendors shall bring to Pender County any discrepancies, errors, or omissions that may exist within this RFP. With respect to this RFP, vendors shall recommend to Pender County any enhancements that might be in the best interests of Pender County. These recommendations must be submitted through the method described in section 3.3.1 and be received prior to July 19th.

- Inquiries about technical interpretations must be submitted through the method described in section 3.3.1 and be received prior to July 19th.
- Inquiries for clarifications/information that will not require addenda must be submitted through the method described in section 3.3.1 and be received prior to July 19th.
- Verbal and/or written presentations and pre-award negations under this RFP.
- Addenda to this RFP.

Addenda: Pender County will make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within seven (7) business days. Addenda will be distributed via the contact information described in section 3.3.1.

Pender County will respond at its discretion to any questions/requests for clarification that require addenda, if received by Pender County after July 19th.

3.4 Proposal Submission

Careful and complete preparation of the proposal is essential to ensure consideration and timely evaluation. Incomplete or unspecified information may hinder the evaluation process and impair the vendor's chance for success. Volume in place of conciseness will be detrimental to the vendor.

Please enter proposal information in a standalone document, except for requirements comments, which should be entered in the spreadsheet "UCaaS RFP Requirements Workbook" attached to the initial communication.

The vendor shall be exclusively responsible for costs incurred in preparing and submitting a proposal in response to Pender County's RFP. Pender County reserves the right to not take action on any vendor's proposal.

All proposals must be submitted electronically via the email address listed in section 3.3.1 on or prior to August 13th. Pender County will only consider proposals that are received via this submission method.

3.5 Method of Award

The evaluation of each response to this RFP will be based on its demonstrated competence, compliance, format, and enterprise. The purpose of this RFP is to identify those suppliers that have the interest, capability, and financial strength to supply Pender County with MSP identified in the Scope of Work.

A detailed evaluation of each vendor proposal will be conducted by the Assessment Team and includes a review of all related documents. Although written proposals will provide a great deal of input the selection team will also evaluate the following:

Evaluation Criteria:

1. Capability of vendor to meet or exceed requirements set forth in Scope of Work.
2. Expressed interest in working with Pender County and ability of vendor to communicate its vision and capacity for establishing a relationship that addresses current and future needs and trends in the industry.
3. How completely and concisely you respond to this RFP. We will view your ability to follow our RFP process to be an indicator of your ability to follow Pender County's directions after contract award and of your willingness to build and maintain the type of open, professional relationship with Pender County that this effort requires.

4. Affordability of services and solutions proposed by the vendor.
5. Overall approach and experience for implementation of managed services offerings for other similarly sized organizations and industry (Local Government).
6. Customer reference feedback for other similarly sized organizations and industry within the last 1 year.
7. Financial stability of vendor.
8. Information from formal presentations (finalists).
9. Willingness to engage in Pilot Program (finalists).
10. Input from research organizations and industry publications.
11. Longevity in the UCaaS business.
12. Flexibility when setting up and rolling out our new system, including connectivity to proprietary software.
13. Support capability pre- and post- cut both onsite and remote.
14. Dedicated and responsive project manager and software specialist/designer for the duration of the project.
15. Robust reporting capability.
16. Detailed implementation plan for both hardware (handsets, etc.), software (wherever relevant) and system provisioning; include associated costs for implementation, maintenance, security, upgrades and patching.
17. Projected timeline for meeting project completion date.

Vendors are encouraged to supply additional information that has been gained through experiences that are appropriate and that provide value to Pender County's program.

3.6 Selection and Notification

Vendors determined by Pender County to possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via the email. Those vendors not selected for the negotiation phase will be notified via email.

Do not hold features in reserve waiting for Pender County to give you one more chance to provide us with your best and final offer. Every time you deal with us, you should act as if it is your last and final chance to win our business, because as we stated earlier: Pender County reserves the right to contract with any party at any time, without further discussion or notice to other respondents, or to not contract with any of the respondents at all. Specifically, this means that you should: always offer us personnel skilled in working with identical or similar systems and, in the event that you make it to the Negotiation Phase, have all necessary decision makers available during negotiations in order to conclude the deal.

It is Pender County's intent that after evaluating all vendor responses we will identify two or more respondents whose responses best address our requirements. These selected respondents will then enter a Negotiation Phase. During the Negotiation Phase, we will conduct concurrent (but separate) clarification discussions/negotiations over specific points with each of the selected respondents. It is our intent to award a contract(s) to the winning respondent(s) only after we have addressed all our concerns with each potential respondent that makes it to the Negotiation Phase. Notwithstanding the above, however, Pender County reserves the right to enter into a formal Agreement with any party, at any time, for any reason, or not to contract with any party at all.

4 Scope of Work, Specifications & Requirements

In Scope

1. All items listed in RFP Requirements Document
2. Porting of existing County-Owned DID's to vendor's telecom system
3. End-user licenses for all affected users.
4. All business readiness activities (network readiness assessment, procedure update, tip sheets, deployment communication to impacted) will be supported by the vendor.
5. Procedures to order new VoIP phones and lines of service either at existing or new locations.
6. Microsoft Ecosystem
7. "White Glove" setup of Handsets (pre-programmed phones arrive for IT Deployment)
8. Conference phones, audio conferencing, and call recording specific to in-location users.

Out of Scope

1. No data will be transferred from the current system.
2. Management of legacy telephony CDR data.
3. Wireless voice and data (Wi-Fi).
4. Fax machines and fax lines will not be migrated to VoIP. The County currently uses a Fax as a Service system.
5. Voicemail messages from any legacy systems will not be migrated to the new VoIP voicemail system. (All previously recorded voice messages will be deleted as part of decommissioning efforts.)
6. Other non-standard VoIP features and functionality not listed as in scope or requirements document.
7. Video conferencing hardware systems.
8. Network upgrades including bandwidth upgrades.
9. Broadcast voicemail.
10. Decommissioning of legacy phones.
11. Decommissioning of legacy VoIP System and Servers
12. Historical CDR data from legacy platform will not be provided as it is not a legacy service offering
13. Installation of Handset Devices (handset devices are to be deployed by IT Staff)

4.1 Project Approach

Requirements:

- Detailed solution requirements are provided as an Excel document attached to this document, titled "UCaaS RFP Requirements Workbook". (TIPS: Please see Attachment A for completed responses)

- All requirements must be answered by vendors using the scoring scale within the aforementioned requirements document. Any additional notes or comments can be added in the notes column within the document.

Vendor must only present solutions that are sourced from their own companies or subsidiaries portfolio. Any components of the response that include 3rd party, co-location, sub-contracting, partnering or other similar situations need to be approved by Pender County prior to engagement. In the event that you intend to subcontract the provision of any product or service to a third party, you will be deemed to be the prime contracting entity with sole responsibility for delivery. You must also identify any and all third party or parties whose efforts or products are included in your response (including their company name, point of contact's name, point of contact's phone number, fax number, email address, and the company's street address). You must explain the relationship (including detailing what services and/or products each third party will perform or provide) and, for each third party included in your response, warrant your right and ability to sell, resell, license, sub-license, and/or contract for the services to be provided by each third party. Every subcontractor approved by the vendor must be contractually obliged to conform to the Agreement between Pender County and the vendor.

The vendor will nevertheless retain full responsibility and liability for the services and deliverables delivered by any subcontractors. You must also state and demonstrate your willingness to be contractually responsible for delivery of all services and/or products necessary to fulfill the RFP requirements, notwithstanding any stated intention on your part to use a third party or parties to provide any specific services or products to Pender County.

You should expressly disclose if you intend to invite a third party to participate in further discussions and presentations with Pender County, and Pender County expects you to internally coordinate your presentations and positions. Pender County will then inform you whether, how, and when it is interested to directly meet and enter into discussions with such third party. Please let us also know in writing if you have entered into teaming or other agreements with any third party that prevents that party or yourself from making a separate response.

In addition to the above requirements, vendors should also respond to the following:

4.1.1 System Scalability (TIPS: Please see Attachment B for completed responses)

- Indicate the degree to which your solution(s) can be scaled. Indicate both the degree to which the UCaaS solution can be scaled (e.g. whether and how additional agents can be added to meet service level requirements) and the timeframe in which it could be done.

- Indicate the degree to which your solution(s) can be descaled.

4.1.2 Implementation (TIPS: Please see Attachment B for completed responses)

Implementation & Configuration

- Describe the process by which user licenses for your solution are issued.

- Describe the process by which the UCaaS solution is deployed. Include any tasks that must be performed on systems or devices already deployed (such as network configuration and third-party solution integration). Include any tasks expected to be performed by Pender County ITS or resources.

- Describe the process by which the required functionality is initially configured. Include the creation of administrative accounts, adding key features, policy creation, etc.

4.1.3 Product Support (TIPS: Please see Attachment B for completed responses)

Describe how you work with clients to deliver your UCaaS solution.

1. **Customer support**
   - Do you provide toll-free customer support 24 hours a day, seven days a week? Please specify all paid and unpaid support options.
2. **Geographic and language support**
   - Do you provide North American, English speaking based support?
   - Is your support provided from within the United States? What other countries is your support based?
3. **User manuals**
   - Do you provide a complete set of user manuals (either in hardcopy, softcopy, or via a searchable software/web interface) for all software applications to document and explain system features and functions?
   - How often are manuals updated?
4. **Implementation support**
   - Provide a timeline and step-by-step process for implementation, including the project management duties and responsibilities. We want the same project manager and software designer/specialist dedicated to our project throughout the planning and implementation.
   - Do you provide complete turnkey, onsite implementation, and project management support? Please specify which support will be included and which is provided for an additional fee. Also specify whether support is available direct from the vendor or provided through a partner.
   - Describe the vendor's approach for enabling remote workers; to include remote call center agents and supervisors.
   - Describe how administrator profiles are established, the steps involved configuring and connecting the UCaaS solution, setting up a new user, the system tools available for proactive monitoring and end-to-end performance, all third-party tools needed for end-to-end service management, all reporting tools for performance and usage reporting per user, and how administration can be performed remotely.
   - Describe the maintenance support for the UCaaS solution, pre- and post-cut-over.
5. **Training**
   - Describe the type of training provided to administrators. Specify whether training is available direct from the vendor or provided through a partner.
   - Outline the vendor's knowledge transfer approach between Pender County's subject matter experts and vendor's subject matter experts.

6. **Software updates**
    - Do you provide future software releases and updates to all applications as part of regular software maintenance fees?
    - Please specify the software update process and typical time between releases.
7. **Performance monitoring**
    - Do you provide remote software monitoring to identify anomalies and provide automatic upgrades?

4.1.4 Business Continuity (TIPS: Please see Attachment B and D for completed responses)

- Please describe your business continuity plan to ensure these above service level requirements are upheld by the vendor, should the vendor come into difficulty (such as, but not limited to, financially, through natural disaster, or pandemic).
- Describe the process for how the vendor successfully helped their clients to respond to COVID-19 and/or COVID-19 Vaccinations with a case study, between March 2020 – July 2021.
- The vendor understands that they will be liable for any punitive or financial measures Pender County faces as a direct result of UCaaS service level requirements not being met.

5 Vendor Qualifications & References (TIPS: Please see RFP for completed responses)

All vendors must provide the following information in order for their proposal to be considered:

Vendors must address all information specified by this RFP. The County reserves the right to verify any information contained in the vendor's RFP response, and to request additional information after the RFP response has been received. Any supplemental information provided must be in writing and will become part of the proposal.

Marketing brochures included as part of the main body of the bid response will not be considered. Such material must be submitted only as attachments and must not be used as a substitute for written responses. In case of any conflict between the content in the attachments and a vendor's answers in the body of the proposal, the latter will prevail. A vendor must provide the following information in order for its proposal to be considered:

- Full legal name of the company, year business was established, number of people currently employed, and income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant.
- Capability to fulfill the County's project requirements
- An outline of the product line-up and/or services the vendor current supports.
- A sample project implementation plan (based on County's current user and handset count).
- A description of its geographic reach and market penetration.
- An outline of its partnerships and relationships to date.
- An outline of its current and future strategies in the marketplace to include roadmap, future initiatives and plans.
- Information on current clients, including total number of current clients, a list of local government clients, and evidence of successful completion of a project of a similar size and complexity.
- Pricing for solution, licensing, and implementation.
- Description of pilot and/or sandboxing of solution available to the County; Included but not limited to:
    - Costs of provisioning Pilot program
    - Number of users included in pilot

  - Duration of pilot
  - Extent of the features included in the pilot
  - Point of contact, method of support request and support escalation path(s)
- Three (3) local government customer references, of a similar size, within the United States.
- Standard Master Services Agreement and SOW format documenting the services being provided. The vendor's standard template of governing terms and conditions should be submitted with an Order Form outlining the services custom to the County.
  - This in no way binds the County to purchase recommended services. It is to be used as an evaluation tool of the overall proposal.

Please respond with all of the above information in separate documents.

For shortlisted vendors, the County will ask that you provide details of three (3) customers for reference that fit with the County's industry, organization size, and general revenues of $100-150 million. References should include information about the contract and services provided, as well as contact information for the client's project manager or other senior staff members familiar with the project. The County reserves the right to contact these references and discuss the client's level of satisfaction with the vendor and its services.

6 Budget & Estimated Pricing

All vendors must fill out the following cost breakdown for the implementation of their managed service for Pender County's project as described in this RFP. The vendor must agree to keep these prices valid for 180 (one hundred eighty) days as of August 13th.

The vendor shall submit a bid that reflects its preferred approach and philosophy toward fees and risk sharing. The vendor shall also explain additional costs or fees not included in rates and travel expense. If contingency factors are included, please explain in writing. Please include assumptions in the pricing estimates.

Do not hold features in reserve waiting for Pender County to give you one more chance to provide us with your best and final offer. We ask that you always offer us personnel skilled in working with identical or similar systems and, in the event that you make it to the Negotiation Phase, have all necessary decision makers available during negotiations in order to conclude the deal.

Five-Year Total Cost Summary						
Costs	**Total**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Hardware *Pricing listed is purchase price. 36 Month lease price on hardware would be $1,359.09 per month.	$39,233.83	$39,233.83	$0.00	$0.00	$0.00	$0.00
Licensing	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Installation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Five-Year Total Cost Summary						
Costs	**Total**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Documentation & Training	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Project Management	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Software *Call center screen recording (if required) for 8 Agents. If only audio required price is $0.00 per year and included.	$36,000.00	$7,200.00	$7,200.00	$7,200.00	$7,200.00	$7,200.00
Miscellaneous	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other *VoIP Fees per RFP	$223,413.00	$44,682.60	$44,682.60	$44,682.60	$44,682.60	$44,682.60
Total:	$298,646.83	$91,116.43	$51,882.60	$51,882.60	$51,882.60	$51,882.60

Cost Categories

Hardware: List, describe, and record the cost of each piece of hardware that is required. This includes costs for handsets and conference phones comparable to models outlined in section 2.2 of this RFP.

Licensing: List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.

Installation: Describe any labor, equipment, supplies, design time, or other costs associated with installing your proposed solution. This includes costs for "White-Glove" service of pre-programming handsets and shipping to Pender's desired location.

Maintenance: Describe and determine any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Software: List, describe, and record the cost of each piece of software that is required.

Miscellaneous: List and describe any other costs associated with your proposed solution.

The vendor must agree to keep these prices valid for 180 (one hundred eighty) days as of August 13th.

7 Terms and Conditions

7.1 Personal Information

7.1.1 General

Depending on the circumstances, Pender County may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to, resumes, documentation of accreditation, and/or letters of reference. The respondent should not submit, as part of its response, any information related to the qualifications and experience of persons who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the respondent. Pender County will treat this information in accordance with the provisions of this section 7.1.1.

7.1.2 Requested Personal Information

Any personal information that is requested from each respondent by Pender County shall only be used to consider the qualified individuals to undertake the project/services, and to confirm that the work performed is consistent with these qualifications. It is the responsibility of each respondent to obtain the consent of such individuals prior to providing the information to Pender County. Pender County will consider that the appropriate consents have been obtained for the disclosure to and use by Pender County of the requested information for the purposes described.

7.2 Non-Disclosure Agreement

Pender County reserves the right to require any respondent to enter into a non-disclosure agreement.

7.3 Costs

The RFP does not obligate Pender County to pay for any costs, of any kind whatsoever, which may be incurred by a respondent or any third parties, in connection with the response. All responses and supporting documentation shall become the property of Pender County, subject to claims of confidentiality in respect of the response and supporting documentation.

7.4 Intellectual Property

The respondent should not use any intellectual property of Pender County including, but not limited to, all logos, registered trademarks, or trade names of Pender County, at any time without the prior written approval of Pender County, as appropriate.

7.5 Trade Secret Confidentiality

Proposals submitted shall be subject to public inspection. According to General Statutes 132-1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates that which is trade secret and requests that it be kept confidential. Marking the entire proposal confidential may be grounds for rejection of the proposal.

7.6 Respondent's Responses

All accepted responses shall become the property of Pender County and will not be returned.

7.7 Governing Law

This RFP and the Respondent's Response shall be governed by the local jurisdiction of Pender County, North Carolina and the federal laws of the United States of America. The Vendor shall keep fully informed of all federal, state, and local laws, ordinances, and regulations that in any manner affect the conduct of the work. The Vendor shall at all times observe and comply with all such laws, ordinances, and regulations. The venue for any legal actions arising will be brought in the local jurisdiction of Pender County, NC.

7.8 No Liability

Pender County shall not be liable to any respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the respondent responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document, or provided during the RFP process.

7.9 Entire RFP

This RFP, UCaaS RFP Requirements Workbook, any addenda to it, and any attached schedules, constitute the entire RFP.

7.10 Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. *See* G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

7.11 Licenses/Certifications

The successful vendor will be required to secure, at its expense, the proper occupational license and/or any other license required of the applicable work being performed. Proof of license and/or certification may be required prior to award.

7.12 Insurance

Vendors responding to this solicitation shall show appropriate insurance coverage levels for providing the types of services described above. Upon selection, the selected firm shall provide specific insurance certificates naming Pender County as an additional insured for the required insurance categories of coverage. This shall include

General Liability Insurance of not less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. Additionally, Automobile Liability Insurance and Cyber Liability Insurance (for Vendors with access to the Pender County Network) may be required. Vendor shall produce an Insurance Certificate evidencing such coverage at the request of the County.

The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

7.13 Non-Discrimination

The Vendor will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability, or national origin. To the extent applicable, Vendor will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state, and local laws, ordinances, rules, regulations, orders, instructions, designations, and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at County's option, in a termination or suspension of this agreement in whole or in part.

7.14 Minority Participation

Minority/women business enterprises shall have maximum opportunity to compete for and participate in its procurement and contracting activities. The County and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of its contracts.

7.15 Federal Uniform Guidance

If the source of funds for this contract are federal funds, the following federal provisions would apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

Pursuant to Session Law 2013-418, Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Upon execution of contract, County requires an affidavit attesting to Bidder's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

7.16 Assignment of Contract or Award

A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.

7.17 Independent Contractor

The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County..

7.18 Non-Exclusive Contract

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected Contractor. The contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other sources.

7.19 Right to Waive Minor Defects

Pender County reserves the right to waive informalities or minor deviations or defects in bids/proposals. Determinations will be at the sole discretion of Pender County and in the best interest of the County.

7.20 Right to Reject any/all proposals

Pender County reserves the right to reject any/all proposals.

7.21 Withdrawal of Proposal

Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening bids identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request.

8 Vendor Certifications

8.1 Certificate of Authority

This certification attests to the vendor's awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to *Request for Proposal for Unified Communications as a Service Solution* issued by Pender County. The undersigned is a duly authorized officer, hereby certifies that:

True IP Solutions, LLC

(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 180 (one hundred eighty) calendar days as of the Due Date of the RFP.

The undersigned further certify that their firm (check one):

☐ IS

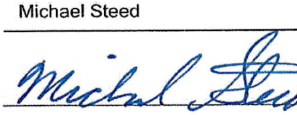
☒ IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. In addition, the vendor does not currently present a known conflict of interest with Pender County Government and its employees, unless otherwise specified below.

N/A

The undersigned agree to notify Pender County of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate on behalf of this firm for the purposes of this RFP are:

Name:	Michael Steed	Title:	President
Signature:		Date:	8/10/2021

Name:	Albert Steed	Title:	COO
Signature:		Date:	8/10/2021

Signature of Authorized Officer:

Name:	Michael Steed	Title:	President
Signature:		Date:	8/10/2021

8.2 Non-Collusion Affidavit

State of North Carolina

County of Pender

Thomas M Steed being first duly sworn, deposes and says that:

I. He/She is the CEO (title) of True IP Solutions LLC (firm's name), the responder that has submitted the attached response;

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

3. Such response is genuine and is not a collusive or sham response.

4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Pender County or any person interested in the proposed contract.

Signature: Thomas M Steed

Title: CEO

Date: 8/10/2021

NOTARIZE

Subscribed and sworn to before me,

This 10 day of August, 2021 (NOTARY SEAL)

Notary Public

My Commission Expires: May 27, 2026

SHARON MOORE NOTARY PUBLIC NEW HANOVER COUNTY, NC MY COMMISSION EXPIRES MAY 27, 2026

8.3 AFFIDAVIT OF COMPLIANCE WITH N.C. E-VERIFY STATUTES

I, Thomas M Steed (hereinafter the "Affiant"), duly authorized by and on behalf of True IP Solutions (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

I am the President, Member (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.

Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.

☐ Employer employs 25 or more employees, and is in compliance with the provisions of N.C. General Statute §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.

☒ Employer employs fewer than 25 Employees and is therefore not subject to the provisions of N.C. General Statute §64-26.

All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute §64-26.

Employer shall keep the State of North Carolina informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina Statutes

NOTARIZE

Subscribed and sworn to before me,

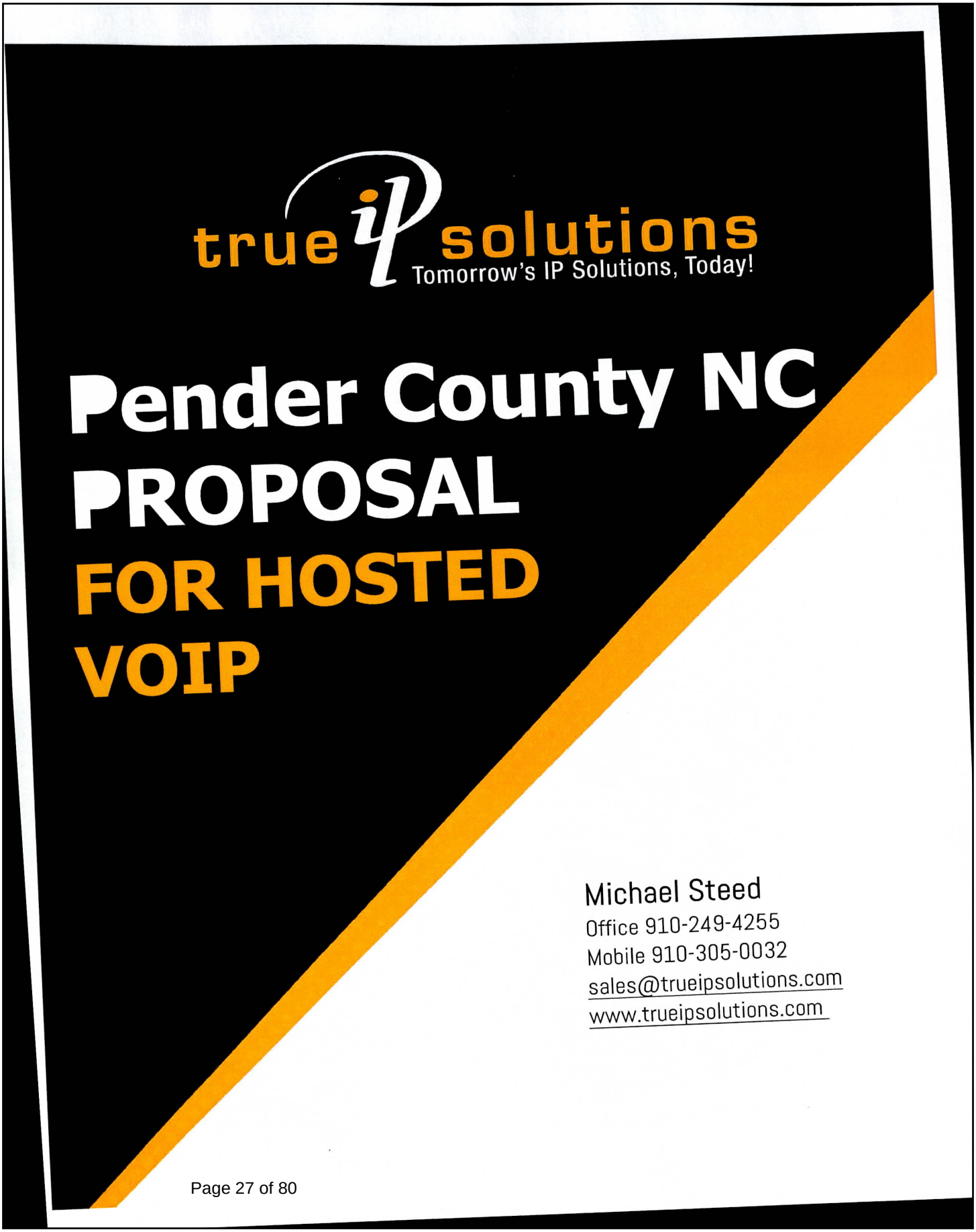
This 10 day of August, 2021 (NOTARY SEAL)

Notary Public

My Commission Expires: May 27, 2026

SHARON MOORE NOTARY PUBLIC NEW HANOVER COUNTY, NC MY COMMISSION EXPIRES MAY 27, 2026

■ END ■


true ip solutions
Tomorrow's IP Solutions, Today!
Pender County NC
PROPOSAL
FOR HOSTED
VOIP
Michael Steed
Office 910-249-4255
Mobile 910-305-0032
sales@trueipsolutions.com
www.trueipsolutions.com

Date: 8/10/2021

Quote# Q21047-VoIP

Attention: Trisha Newton
Pender County NC
805 S. Walker St. #1578
Burgaw, NC 28425

Reference: RFP# 210706-200

TRUE IP SOLUTIONS: TECH MADE SIMPLE

HOSTED VOIP

Pender County NC has requested information for Hosted VoIP services deemed necessary by the office of technology. True IP Solutions (TIPS) would like to propose an Enterprise Hosted VoIP Solution that meets your ever-growing technology needs.

KEY FEATURES OF OUR PLATFORM

TIPS has designed the system with best-in-service features and management capabilities. The system can be configured to provide call management and delivery in various options including: the ability for each location to have a fully functional auto attendant, dial-by-name directory, voicemail, voicemail-to-email, Find Me Follow Me (Extension-to-Mobile), text-to-speech, ring groups & queues, all handset paging, and several other collaboration tools. Our support team is available 24/7/365 through our online ticket system and/or routine service line. The TIPS system can integrate with most overhead paging systems. There may be additional cost for this service.

- ✓ Hosted PBX Architecture
- ✓ No Concurrent Call Limits on Inbound/Outbound Calls
- ✓ Geographical Redundancy
- ✓ Unlimited Calling in the continental USA
- ✓ Three Year Warranties on any purchased Yealink device
- ✓ Unlimited devices per user (desk phones/apps)
- ✓ Handset Paging
- ✓ Virtual Faxing
- ✓ Unlimited Auto Attendants & Call Queues
- ✓ Mass Notifications (SMS, Email, Voice)
- ✓ Voicemail to Email
- ✓ Video Conferencing

OUR SOLUTION

TIPS provides organizations with an **Enterprise Hosted VoIP** system designed to meet today's growing technological needs. Our hosted VoIP system ***makes it simple*** to create and deploy a wide range of telephony applications and services, including, **IP PBX's, VoIP gateways, call center ACDs**, and **IVR systems**. By utilizing **Session Initiation Protocol** (SIP), we will provide a complete hosted solution for the you. Our system allows for **dialing between all locations that have a high-speed WAN** or Internet connection. The solution allows for **future growth with minimal cost** as your technology needs continue to evolve.

USERS PRICING

Below is pricing based upon a 5-year term. All terms allow for multiple (1) year renewals at the stated pricing. **Pricing will be by the user as each user is added over the term of the contract.** The total monthly price **includes** all taxes and regulatory fees. TIPS will provide a risk free 3-month trial period; if service level requirements cannot be met by TIPS, we will allow Pender County NC to cancel this agreement with no charges or fees. **Convenience Phones** are intended for shared spaces like break rooms, hallways, server rooms, etc. that are not dedicated to a specific user.

LENGTH OF TERM	USER PRICE
5-Year Term	$7.50
Convenience Phone	$5.00

Note: We will only bill as users are added to the system.

BILLING OPTIONS

TIPS will bill you monthly for the service. Pricing represents an estimated 490 office phones and 10 convenience phones when completed. We have provided a billing example on page 11. The total monthly price **includes** all taxes and regulatory fees.

Please understand that enabling certain features, including but not limited to, international calling or toll-free number service, may increase the monthly charges. You should verify with your TIPS representative that their telephone numbers can be ported. Each telephone endpoint requires an Ethernet connection with either a Power-Over-Ethernet switch port or a power adaptor. Most IP phones allow the computer and telephone to share one network connection.

HARDWARE OPTIONS

Our most popular selling IP Phones are manufactured by Yealink. We have provided pricing on three of our best-selling models. The first unit is a T31P two-line telephone. The second option is a T33G four-line color telephone, and the third option is a T43U B&W twelve-line telephone. The T43U will support up to six EXP40 expansion modules. Expansion modules provide up to 38 programmable extensions. Please visit www.yealink.com for additional information.

Model	Retail Price	Our Purchase Price	Our 36 Month Lease Price
Yealink T31G	$75.00	$52.00	$1.80
Yealink T33G	$99.00	$62.00	$2.15

Yealink T43U	$179.00	$127.00	$4.40
Yealink T48U	$349.00	$195.00	$6.75
Yealink CP920	$599.00	$275.00	$9.55
Yealink EXP40 Expansion Module	$95.00	$85.00	$2.95

The price above does not include sales tax for the purchase or lease option. This price does not include an AC adaptor. If an AC adaptor is required, they are $7.00 each if purchased with the phone and $10.00 each if purchased separately. **All hardware prices will be requoted if new tariffs are enforced by the US government. All Yealink phones from TIPS come with a 36-month warranty.

UNDERSTANDING THE PROJECT

As with any VoIP system, there are hundreds of configuration options that can be used to customize a system and the user experience. TIPS has designed the system with best-in-service features and management capabilities for a VoIP system and user. Any location that will be receiving VoIP services must have network data cabling infrastructure in place prior to the start of the service or some model IP phones will connect to Wi-Fi networks. Additional hardware maybe required based upon the model IP phone chosen.

TIPS will work with you, including administrative and technology staff members, as necessary to setup and configure the VoIP solution. The solution will provide unlimited calling, including Long Distance inside the contiguous lower 48 states, for every IP telephone on the system. Each IP phone will have an independent call path. **Our system is totally redundant with your primary switch located in the MCNC Data Center in Durham and the secondary switch located in Atlanta, GA. We also have switches located in Chicago, IL and Dallas, TX.** All switches are GEO redundant meaning they mirror each other constantly. There are **NO** costly software or hardware upgrades. **The only cost to you is the user's telephone.**

SYSTEM FEATURES

The system can be configured to provide call management and delivery in various formats, including the ability for each location to have multiple fully functional auto attendants, a dial by name directory, voicemail, voicemail to email, Find Me Follow Me (Extension to Mobile), text to speech, ring groups & queues, and many other collaboration tools. Management tools included allow for online PBX administration for recording of any conversation (e.g. security reasons) and a web-based interface for user management that provides a full menu of reporting options.

LISTED BELOW ARE SOME OF THE MOST POPULAR SYSTEM FEATURES:

- ✓ Account-Authorization Codes
- ✓ Alternate Numbers
- ✓ Anonymous Call Rejection
- ✓ Authentication by Digest
- ✓ Call Forwarding
- ✓ Find Me (ring multiple numbers)
- ✓ Call Logs (Inbound and Outbound)
- ✓ Call Recording
- ✓ Call Return
- ✓ Call Schedule
- ✓ Call Status (Real-time in User Portal)
- ✓ Call Waiting
- ✓ Calling Name Retrieval
- ✓ CDRs
- ✓ Inbound Call Handling Rules
- ✓ Video Telephony
- ✓ Conference Calling (multi-way calling)
- ✓ Invite Attendees
- ✓ Multiple Conference Rooms
- ✓ Scheduled/Instant Conference
- ✓ Three-Way Call
- ✓ Client Call Control
- ✓ Pre-paid Calling (PIN or ANI)
- ✓ Call Acceptance/Rejection
- ✓ Instant Messaging (via SIP SIMPLE)
- ✓ Account Codes
- ✓ Add, Drop, Hold, Mute Participants
- ✓ Conference Recording
- ✓ Device Auto Provisioning
- ✓ Do Not Disturb
- ✓ Screen Pop for CRM support
- ✓ Two-Stage Dialing
- ✓ Voicemail
- ✓ Email Notification
- ✓ Voicemail Forwarding
- ✓ Voicemail to Email
- ✓ Voicemail to Text
- ✓ Message Waiting Indicator
- ✓ External Calling Line ID Delivery
- ✓ In-Call Service Activation
- ✓ Web-based Setup
- ✓ Phone Status
- ✓ Voice Messaging Group
- ✓ Web User Console
- ✓ Contact List
- ✓ Dial by Contact Name
- ✓ Mobile App (iOS and Android)

NETWORK REQUIREMENTS

In some cases, upgrades to network hardware or bandwidth will be required to use TIPS Hosted VoIP services. Understand that you will need to provide adequate bandwidth to use any TIPS Hosted service. Using any service on a low-quality network may result in one or more issues, including but not limited to latency, jitter, and packet loss. We recommend certain network thresholds for optimum voice quality. Latency should be less than 100ms, jitter should not exceed 20ms, and packet loss should be less than one percent. TIPS will conduct pretesting of the network at no charge if awarded the project to ensure a high-quality solution. **TIPS will provide an on-site network assessment of the WAN and switch configuration at no charge if awarded the contract.**

NUMBER PORTABILITY & E911 SERVICE

We will port your current numbers to our system. All main numbers will comply with E911 requirements. If multiple DIDs are located at a single location, the main number will be the E911 number sent to the local 911 center. This service is included with the Hosted VoIP service. If you would like to add E911 to additional number, the cost is $1.10 per month per DID that will require specific E911 service. For this to work correctly, you will need to provide a specific location (e.g. room number or building number along with the current E911 campus address). In the event of a WAN or Internet outage, inbound calls can be rerouted automatically to any number you desire. This can include cellular phones or unaffected locations.

MOBILE APP

TIPS Mobile is a mobile application that extends VoIP functionality beyond the land line or desktop. It brings features of the TIPS platform directly to the end user's mobile devices as a Unified Communications solution. **TIPS Mobile can be used in conjunction with or in the place of the user's desktop phone.** We can provide a mobile app for Apple or Android devices.

KEY FEATURES OF THE APP INCLUDE:

- ✓ SIP Softphone
- ✓ Answering Rules Management
- ✓ Extension Dialing
- ✓ Switching of Call to a New Device
- ✓ Contact Management
- ✓ Call History
- ✓ Call Transfer
- ✓ Visual Voicemail
- ✓ Mobile Presence
- ✓ Call Recording

CENTRALIZED CALL ATTENDANT

TIPS' system includes a software-based solution to enable a centralized receptionist using a PC. This will allow all inbound calls to be routed to a single person or location. The attendant would be able to transfer calls to any extension by name or number or simply by dragging the call across the screen with a mouse.

HANDSET PAGING

Using TIPS Hosted solution, most IP phones can also be used as a handset paging solution. This feature uses IP multicast. Multicast paging allows you to send pages to groups of phones directly, without the PBX being involved in the page. With multicast paging, phones are programmed to listen to a broadcast address. The advantage of this method is that the multicast page is a single SIP call instead of a multiple-party conference call. Our platform integrates with most existing overhead paging systems and will be configured as part of the On-site Installation. Additional equipment maybe required.

MASS NOTIFICATIONS

We offer an optional mass notification tool with our system. This system allows for broadcast messages be sent to any size group. The message can be a text (SMS), recorded message (1 minute in length), or an email. The system will accept a CSV file with no limit on entries that can be stored for reuse or loaded as a new list each time. The messages will be sent over a designated period based upon the size of recipient list. Normally 15,000 messages can be sent within 3 hours or less. There are 2 pricing models for this optional service:

1. $150 monthly with a base of 20,000 messages. All messages over 20,000 are billed at $0.0075 each.
2. $25 per month and $0.0085 per message sent.
   There are no limits to the number of messages that can be sent in a month.

PROOF OF CONCEPT

A Proof of Concept (PoC) will be completed at no cost to the county. Our implementation team will provision your environment and provide test phones for your PoC users. The environment and hardware will be made available within one week of notice from Pender County and will be allowed to run for up to 2 months. We will provide test DIDs for the county users during the PoC so that they can receive inbound phone calls during the period which can include forwarding their existing extensions to the PoC equipment. During the PoC your users will have full access to all the portal features and capabilities as described in this RFP and the counties UCaaS-RFP Requirements Workbook.

IMPLEMENTATOIN PLAN

Below is an example timeline once the PoC phase has completed for implementation and rollout of our Hosted VoIP solution. This plan will be modified in collaboration with the county to ensure that departments are moved in the order requested by the county implementation team.

Month 1

- TIPS to provide an example of the CSV file needed to input users and phone MAC addresses into the TIPS switch
- County to provide CSV file with user info.
- TIPS to setup test phones and build the auto provisioning files and test.
- County to provide a building location list with address and any e911 telephone numbers.
- County to provide a copy of the current telephone bill for porting.
- Identify any special extensions-elevators or any other extensions that may require special attention or devices.
- County purchase phones for labeling and setup.

Month 2

- Begin testing of the system after user information is uploaded.
- Set up and identify staff and roles of staff in system.
- Look at training dates for tech and staff -This can be done later if you prefer.
- Continue training as needed for staff.
- Prepare to request number ports-we will need a desired date.
- Provide end user information and user guides for system to County staff for approval before distributing to all personnel.
- Enter numbers for porting and prepare for cut over. We can port by department or in a large group.

Month 3

- Complete all end user device testing.
- Complete cut over and any paging or special extension installation required.
- Ensure all extensions and systems are operating correctly.
- Complete the billing process.

ON-SITE INSTALLATION ASSISTANCE & SUPPORT

Our system provides for auto provisioning of all IP phones. Once the user is in the system, a phone can be plugged into any high-speed Internet connection, and the phone will register, download the current configuration, and be operational within minutes. Phones are not limited to any geographical location, and the only requirement is a high-speed Internet connection. Phones may be moved from location to location without any assistance required from staff. If a phone is moved to another address, we will need to update 911 for that handset.

TRAINING & SUPPORT

We will provide two days of setup and onsite training for staff and employees. Additional training will be provided as new features are made available. Our support team is available 24/7/365. A local extension can be provided for support calls. We

provide an online ticket system that can be accessed any time for routine issues that may arise. Our support group will provide configuration change services at no additional charge. We have training videos and tutorials online. If an onsite visit is required, the hourly rate will be billed at $85.00 per hour per man on a normal work week of Monday through Saturday from 8:00AM to 5:00PM. There will be a 1-hour minimum per visit. This does not include holidays. Scheduled after hours service will be billed at a rate of $120.00 per hour per man with a 2-hour minimum. Network engineering services are billed at $125.00 per hour. We will only bill for the time and materials as incurred. **Normally after installation onsite visits are not required.**

ADDITIONAL INFORMATION

The system will allow as many auto attendants as required. There are no limits within the system for this service. The system will provide unlimited voicemails to as many users as needed. Our system supports thousands of users and phones. It is configured for 3 simultaneous conference bridges. This number can be expanded at no charge if needed. We include a total of 100 concurrent conference bridge seats. Additional conference bridge seats are billed at $3.95 each per month. The concurrent seats can be used by one or all bridges totaling 100.

REFERENCES

Today we provide Hosted VoIP service in over 26 states across the US. Listed below are a few references. Our full list of references is attached.

ORGANIZATION	CONTACT	PHONE NUMBER
Forsyth County Government	Gary Koontz gary@forsyth.gov	336-703-2543
Moore County Government	Chris Butts cbutts@moorecountync.gov	910-947-7143
Edgecombe County Government	Tabetha Summerlin tabethasummerlin@edgecombeco.com	252-641-7838
Robeson Community College	Dustin Long dulong@robeson.edu	910-272-3560
Cumberland County Schools	Kevin Coleman kevincoleman@ccs.k12.nc.us	910-678-2549
Pender County Schools	Chuck Allen charles_allen@pender.k12.nc.us	910-663-3560
Smithfield Foods	Kevin Ryan kryan@smithfield.com	910-282-4132

FINANCIAL INFORMATION

TIPS was founded in 2013 and currently provides service in 26 states in the USA and has over 40,000 active devices. We currently provide services to the 4th largest county government and 5th largest county school system in North Carolina. We will be happy to provide the previous 2 years Income Statement and Balance Sheet if chosen to move to the next step. As we are a privately held company, we request that information remain confidential and not be shared in a public forum.

ABOUT TRUE IP SOLUTIONS

TIPS was founded to provide a fresh and flexible approach to technological solutions afforded by all sizes of organizations. Our background is in providing solutions for enterprise IP based networks, including larger cable and telecom companies. We have extensive experience in providing our clients sophisticated solutions for their technological needs. At TIPS, our mission is to provide top notch customer service and support, along with innovative technological solutions

The True IP Solutions team has been providing technology solutions to enterprise customers across the US for more than 28+ years. True IP Solutions was founded in 2013 and has 10 employees located in Pender County, NC with our headquarters based in Hampstead. We have a staff of network engineers and operations personnel, with years of experience in network design and operations. We specialize in Unified Communications Solutions (Hosted VoIP) for multi-state networks. Today we provide service in 26 states in the US and 2 countries. Our system provides service to over 40,000 devices. With our workforce of highly trained professionals, we are positioned to provide unmatched service. Generally, we can have an engineer or technician investigate problems within minutes of notification. Our staff is courteous, and we provide a level of customer service that is second to none.

In closing, let me thank you for the opportunity to provide a proposal for the communication needs of Pender County NC. If you have any questions or you would like to schedule a time to meet and discuss this quote, I can be reached by email at msteed@trueipsolutions.com or by telephone at 910-249-4255.

Respectfully,

Michael Steed

True IP Solutions, LLC msteed@trueipsolutions.com

PROPOSAL FOR HOSTED VOIP

True IP Solutions, LLC.
263 Sloop Point Loop Rd.
P.O. Box 100
Hampstead, NC 28443

Quote Date: 8/10/2021
Valid Until: 3/01/2022
Prepared by: Michael Steed

Customer:
Pender County NC
Attn: Trisha Newton
805 S. Walker St. #1578
Burgaw, NC 28425

Pricing

VoIP Monthly Charge Per User 5-Year Term	$7.50 ☐
VoIP Monthly Charge Per Convenience Extension 5-Year Term	$5.00 ☐
Mass Notification Tool – 20,000 Message Package ($.0075 per additional message)	$150.00 ☐
Mass Notification Tool – Pay Per Use ($.0085 per message and $25.00 a month)	$25.00 ☐

Estimated Users: 490 /10 Conveience Exetnsions

Billing Example based on 5-Year Term

490 - VoIP Users		$ 2,915.50
10 – Convenience Extensions		$ 39.70
VoIP Regulatory Fees & Services	26%	$ 768.35
Monthly Total		$ 3,723.55
Annual Total		$ 44,682.60

Note: International Long-Distance charges will be billed based on monthly usage.

APPROVED BY _____ DATE _____

PROPOSAL ACCEPTANCE

Sign and return this page to accept this proposal from True IP Solutions.

I, the undersigned ("Customer"), hereby accept this proposal for services offered by True IP Solutions. I also agree to the following:

TERMS & CONDITIONS

Customer has read, understands, and agrees to TIPS's terms of service found at: http://trueipsolutions.com/voip_terms_service

Term: _____ months

Customer has the option to renew yearly after this contract expires using the terms of this contract. Incremental increases in the quantity of any of the Hosted Services provided (e.g. for new users in an existing site, or for additional sites) are allowed under the terms of this agreement.

Signed Pender County NC:

_____

Name:
Title:
Date:

Signed True IP Solutions, LLC.:

_____

Name:
Title:
Date:

P.O. Box 100, Hampstead, NC 28443
910-249-4255, Fax: 888-990-0408

Attachment A

UCaaS-RFP-Requirements-Workbook

Vendor Proposal Scoring Tool

Use this scoring sheet to help you evaluate your RFP responses. Input the vendor names in the first row (14) of the table and RFP questions in the second column (C).
Evaluate each vendor against your RFP questions using the scoring scale provided.

Scoring Scale	
5	Supported as part of the default offering; cost included in the standard pricing
4	Supported through modifications to existing offerings and/or through increase from standard pricing
3	Supported through third-party solutions or provisioning
2	Requires customization and changes to base vendor processes
1	Future service or offering that will be included as part of an existing product development roadmap
0	Not supported

Infrastructure					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
IF-001	The solution must be cloud-hosted and cloud-managed. On-premise hardware will be limited only to devices used to subscribe to the system such as IP Handsets, Computers and Mobile devices. No PBX equipment will be hosted on Pender's site post go-live.	M	Y	5	Our primary platform server cluster for Government and Education within NC is hosted in the NCREN Data Center hosted by MCNC. We have hot standby platform clusters in Atlanta, GA, Dallas, TX and Chicago, IL. We ensure that we provide the necessary capacity in a N+1 environment to handle a server cluster failure with out interruption to the platforms availability.
IF-002	A one-to-one call path; no oversubscribed call paths. The minimum number of call paths must be not less than the number of user lines.	M	Y	5	
IF-003	Hosted VoIP Service will use the current County phone numbers. The County wishes to retain the current phone numbers at all locations. Existing numbers will be ported to the new system. Cost for this service must be specified if not included in service cost.	M	Y	5	
IF-004	The solution will include in-state/out-of-state long-distance service. Cost for this service must be included in the quote. Solution must include ability to make international calls. Cost for this service must be specified if not included in service cost.	M	Y	5	Long distance within the continental United Stated and Canada is included at no additional cost.
IF-005	The solution must allow users to view the phone number and its associated staff name for all internal calls. The solution should also allow users to view the phone number of the caller of inbound calls. Additionally, system administrators can "Mask" outbound DID numbers, the company's main number, the department's main number, or it can be blocked entirely.	M	Y	5	Users can be set to the main DID, a department DID, or an individual DID assigned to them as long as the number is owned by Pender County Government and ported to our system.
IF-006	The solution must allow a user to search for internal staff numbers by using Last Name, First Name, or Extension.	M	Y	5	
IF-007	The solution must allow County staff to turn on/off the DND feature for any individual phone, as needed.	M	Y	5	
IF-008	The solution must support placing calls to 911 from any phone within County buildings, Soft Phone or Mobile application. The service must be E911 compliant. Dialing 911 from any County phone should allow a 911 dispatcher to identify the location (floor/room/area) where the call originated.	M	Y	5	911 to building is included in standard pricing. If 911 to individual offices is required an additional fee of $1.50 per month per number will be included.
IF-009	The solution must support all the following types of telephones: IP, Conference Phones (IP), Wireless, Cellular and SIP endpoints.	M	Y	5	Pricing is done by user and not device. Each user can have multiple devices (IP, Cellular, Soft) on their account.
IF-010	The solution must allow users to have multiple devices assigned such as IP handset, Softphone, Mobile Application, etc.	M	Y	5	
IF-011	It is preferred that your solution integrates with Azure AD and/or allow for photos to be uploaded/used within the phone directory.	O	Y	5	Single Sign On via Azure AD is available.
IF-012	The system must provide required infrastructure for the full service management of all required contact center services and locations as specified by Pender County including support of required local language. Vendor will identify any equipment requirements required for each location.	M	Y	5	
SUM				60	

Voicemail & Unified Messaging

	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
VM-001	Vendor to describe voicemail options and features, and to include limitations of minimum and maximum subscribers.	M	Y	5	Voicemail can be enabled or disabled per user. There is no limit on mailbox size or message age.
VM-002	The solution must integrate with Office 365 / Exchange Online to allow users to receive voicemail via email. Describe features in detail.	M	Y	5	Voicemail to email can be configured per user and can send and save as new, save as read or moved to trash.
VM-003	Can your system be integrated with Azure Active Directory or On-Premise AD? Please describe the integration.	M	Y	5	Single Sign On via Azure AD is available. On-Premise would not work unless it is federated up to Azure AD.
VM-004	The solution must have the ability to forward messages from Microsoft Outlook.	M	Y	5	
VM-005	The solution must be able to automate open and closed greetings as well as holiday and other business greetings.	M	Y	5	
VM-006	The solution must allow a minimum of 30 days retention.	M	Y	5	There is no limit on mailbox size or message age.
VM-007	Vendor to describe available retention periods for received voicemail.	M	Y	5	There is no limit on mailbox size or message age.
VM-008	The solution must allow end-users to download voicemail messages for retention purposes. Describe how users can download voicemail messages.	M	Y	5	User can send the Voicemails to Email or they can download individual messages from within our online user portal.
VM-009	Each individual voicemail box must be password protected.	M	Y	5	
VM-010	The solution must allow voicemail to be accessed remotely via phone call, self-service portal, mobile app or soft phone app.	M	Y	5	
VM-011	The solution must allow users to forward voicemail to another internal voice mailbox, allowing the sender to record additional comments, if needed.	M	Y	5	
VM-012	It is preferred that your solution provides a single-user interface for both phone, SMS, Chat and voicemail. Describe the solution or unified communication capabilities of the system.	M	Y	5	The TIPS portal can be used to manage everything as described. User have an area for their personal account and if they are part of a call center queue they can manage those functions as well.
VM-013	Describe the architecture of the proposed voicemail solution, including how voicemail is accessed by users from their extension remotely, from their mobile devices, and from their desktop computer.	M	Y	5	Using the TIPS Portal the user can login and listen to voicemails via the web. Users can also call in and use any telephone device to access their voicemail with their pin. User can also use the TIPS Mobile app to listen to voicemail within the app.
VM-014	What is the size limit, if any, of a voicemail message on your system.	M	Y	5	There is no limit on mailbox size or message age.
VM-015	Can voicemail message be offloaded to the County's local storage if required? If so, what methods are supported?	M	Y	5	Not in bulk, however voicemail-to-email is a possible voicemail delivery system that could be leveraged.
VM-016	It is preferred that select users that require unlimited retention of voicemail messages have the option. Specify the additional cost, if any.	O	Y	5	There is no limit on mailbox size or message age.
VM-017	Solution to have voicemail transcription in which voice messages are transcribed to text and emailed to the user along with a WAV file or other formats, such as MP3.	M	Y	5	
VM-018	It is preferred that your solution allows end-users to send/receive SMS messages to internal/external numbers using their assigned DID number via Mobile App or Soft Phone.	O	Y	4	SMS can be enabled at $10.00 per month per DID for unlimited usage.
VM-019	Offer capability to set an auto-timed "out of the office" greeting, allowing users to set a voicemail message that expires on a specific date/time. In addition, staff can set after-hours and holiday greetings for auto-attendants.	M	Y	5	Users can set their own personal time frames within the TIPS Portal.
	SUM			94	

Interactive Voice Response					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
AA-001	The solution must support auto-attendants. Auto attendants must support multiple configurations and time frames including Holiday Hours, After Hours, Business Hours.	M	Y	5	
AA-002	Allow System Administrators and authorized County staff to change an assigned auto attendant via cloud-based portal.	M	Y	5	

AA-003	Allow County staff to design a simple and easy-to-use voice menu. Describe the process or functionality County staff would follow to design such a voice menu.	M	Y	5	We offer an unlimited number of auto attendants. Each auto attendant can be set with an intro greet and menu prompt. Buttons 0-9 and Star can be configured with the following options: Sent to User, Send to Conference, Send to Call Queue, Directory, Send to Voicemail, Sent to Voicemail Management, Send to External Number, Play a message, Repeat menu prompt or add an additional tier (a new section from 0-9 and star). Each tier can be configured to allow dialing by extension, what happens if no key is pressed, an unassigned key is pressed, timeout before first key press, timeout after last key press, and maximum key presses to collect.
AA-004	Present callers with a voice menu of options and/or a message, then route calls according to the keys the caller presses.	M	Y	5	
AA-005	Accommodate multiple language menus, including both English and Spanish.	M	Y	5	
AA-006	Allow caller to dial by extension, enabling caller to reach a user by dialing his/her extension.	M	Y	5	
AA-007	Allow caller to dial by name, enabling caller to reach a user by dialing the first three letters of the last or first name.	M	Y	5	
AA-008	Allow caller to press "0" to reach the operator.	M	Y	5	
AA-009	Offer capability to store multiple voicemail greeting for Direct Lines, including after-hours, holiday for main lines, and primary and alternate greetings for individual mailboxes.	M	Y	5	
AA-010	Offer capability to remotely change and/or re-record greetings.	M	Y	5	
SUM				50	

Call Handling					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
CH-001	Allow County staff to dial a four-digit extension on an internal phone to reach another internal line.	M	Y	5	4-digit dialing is available from any physical, soft phone or the native mobile apps.
CH-002	Allow external callers to dial directly to individual phone numbers without intervention by a live operator or automated attendant.	M	Y	5	
CH-003	The solution must be capable of routing inbound, outbound, and internal calls.	M	Y	5	
CH-004	The solution must allow for Call Park, allowing users to send incoming calls to another number (internal or external to the network, landline, or cellphone); all calls, when line is busy, and when call is not answered.	M	Y	5	
CH-005	The solution must be cabled of forwarding unanswered calls to the corresponding voice mailbox after a defined number of rings.	M	Y	5	
CH-006	The solution must allow a call to be transferred to another internal extension or external number.	M	Y	5	
CH-007	Permit station users to forward incoming calls to another phone of their choice based on busy, no answer, and all call conditions.	M	Y	5	
CH-008	The solution must support "Call Park"; allowing a user to pick up an external call, internal call, or a call on-hold.	M	Y	5	
CH-009	The solution must allow a user to pick up a call on-hold from any internal extension.	M	Y	5	
CH-010	The solution must allow station users to answer calls intended for other stations within a common call pickup group.	M	Y	5	
CH-011	The solution must allow any individual to handle two lines simultaneously.	M	Y	5	
CH-012	Station users of the solution must be able to transfer a call in-progress to an internal extension or external number without attendant intervention.	M	Y	5	
CH-013	The solution must allow incoming calls to ring a handset, softphone, and/or mobile device.	M	Y	5	
CH-014	The solution must have find-me/follow me, allowing users to route incoming calls to location or locations, to mobile devices, to softphone and to route multiple numbers to a single phone or answering service.	M	Y	5	
CH-015	The solution must have the capability to create Hunt Groups for Departments with Main Phone Numbers; Assign Direct Numbers under Hunt Groups. All assigned phone numbers in Hunt Group to display Hunt Group Main Number when dialing out.	M	Y	5	
CH-016	The solution must allow each department's phone numbers to be grouped together. When a main department number is called, a primary phone will ring. Department staff can pick up the call from that primary phone or other phones in that department's group. Example, when 910-259-1221 rings in the Tax Assessor's Office, any other phone in the Tax Assessor's group must be capable of answering that call.	M	Y	5	
SUM				80	

Call Center					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
CAS-001	Vendor to describe capability of 'estimated wait time' announcement.	M	Y	5	On entry to the queue the number of callers already in the queue is announced to the caller.
CAS-002	Vendor to describe capability of 'position in queue' announcement.	M	Y	5	On entry to the queue the estimated wait time is announced to the caller.
CAS-003	The solution must allow the caller to leave a message rather than wait in the queue.	M	Y	5	
CAS-004	The solution must allow for Call Center Agents to log-in/log-out of the Center; set DND.	M	Y	5	
CAS-005	The solution must allow Agents to send and respond to SMS messages to/from external mobile phones.	M	Y	4	SMS can be enabled at $10.00 per month per DID for unlimited usage.
CAS-006	The solution must allow for Call Center Agents to route calls to both internal and external numbers.	M	Y	5	
CAS-007	The solution must allow for real-time call center manager dashboard and controls.	M	Y	5	
CAS-008	The solution must allow for automatic call distribution in which the system can be set to distribute calls to other agents based on number of calls in queue, number of calls answered, etc.	M	Y	5	
CAS-009	The solution must allow for Skills-Based Routing.	M	Y	5	
CAS-010	The solution must allow agents to have their own DIDs.	M	Y	5	
CAS-011	The solution must allow for satisfaction surveys after a call ends. Satisfaction surveys must be customizable per Call Center Queue.	M	Y	3	A third party provider can be used here and would require the agents to transfer the caller to the survey vendor of their choosing.
CAS-012	The solution must allow authorized staff the ability to view a dashboard to see metrics such as length of call, total number of calls, answered calls, abandoned calls, average callers in queue, average wait time, max callers in queue, max wait time and the status of agents (such as DND), and if on a call.	M	Y	5	
CAS-013	The solution must allow for daily, automated reports that provide metrics such as length of call, total number of calls, answered calls, abandoned calls, average callers in queue, average wait time, max callers in queue, and max wait time.	M	Y	5	
CAS-014	The solution is required to offer or support Music On-Hold. Customizable, professionally recorded messages are played over music to market the County's services to a patron while they are put on hold. Administrators must have the ability to enable/disable this feature for individual departments and/or groups. Authorized staff must have the ability to record and set messages.	M	Y	5	
CAS-015	Vendor to describe options for Agent profiles, desktop settings, all queue settings, and IVR call flows and prompt options; must be able to be administrated by location and department-authorized users.	M	Y	5	
	SUM			72	

Reporting & Analytics					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
RPT-001	The solution must allow multiple, designated County staff to view basic historic call reporting for phone extensions, hunt groups, mailboxes, etc.	M	Y	5	
RPT-002	The solution must allow for granular permissions, allowing delegation of call reporting to users.	M	Y	5	
RPT-003	The solution must allow for automated delivery of reports.	M	Y	5	
RPT-004	The solution must include a Call Accounting System (CAS) and/or the reporting system must be able to provide many reporting capabilities. For example, number of calls by extension, department, etc. Time on call, number of voicemails in voicemail box.	M	Y	5	
RPT-005	The CAS must include Call Dialing Report (CDR) for inbound, outbound, and internal calls and usage reports for all types of inbound, outbound, and internal calls. Specifically, The County of Pender is very concerned about the metrics for call length, number of calls unanswered going to voicemail, and dropped calls.	M	Y	5	
RPT-006	The solution must provide reporting for the purposes of billing and accounting purposes. This would include filtering and sorting by Department, Assigned User, Directory Number, etc.	M	Y	5	

RPT-007	The solution must provide a means of producing an electronic or printed phone number directory by department.	M	Y	5	This can be done by exporting the user list from the manager's portal.
RPT-008	Support real-time monitoring and offer real-time graphs and/or statistics, such as phone usage and peak hours for both individuals and Call Center queues.	M	Y	5	
RPT-009	Vendor should also provide training for up to 5 employees in the administration, maintenance, programming, and daily operation of the Call Accounting System.	M	Y	5	
RPT-010	The solution must allow for direct billing to departments based on the County's specifications. (Example: All users would have a Department name or code assigned. Department representatives would be billed directly based off numbers assigned to their respective departments).	M	Y	5	
SUM				50	

Quality Assurance					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
	Technical				
QA-001	The system must provide the ability to retrieve all call recordings and screen captures for on-demand playback by authorized managers using searchable criteria such as: date, time, agent (by name or UserID), ACD skill group (by name or GroupID), agent extension number, calling number (CNID), and unique call ID number (assigned by telephony or call recording systems).	M	Y	3	Call Recordings are available if the call was recorded. Screen recordings are not included. If screen recordings are required then a third party call center portal for agents will be leverage at a cost of $75.00 per agent per month.
QA-002	Vendor to provide details on ability to compress audio and screen recordings to reduce storage requirements.	M	Y	3	See above response in regards to screen records.
QA-003	Vendor to provide options and cost for call and screen storage retention periods of 1, 3, and 5 years.	M	Y	3	See above response in regards to screen records.
QA-004	The system must have ability to identify all associated recordings related (for example, each leg of a transferred call) to the contact searched.	M	Y	3	See above response in regards to screen records.
QA-005	System must record 100% of all calls across hard or softphones.	M	Y	5	
QA-006	System must capture screen recordings, up to two monitors, for a minimum of 20% of all calls.	M	Y	3	See above response in regards to screen records.
	Functional				
QA-007	System must be able to play call recordings and the associated screen recording simultaneously.	M	Y	5	Call Recordings are available if the call was recorded. Screen recordings are not included.
QA-008	The system will have a customizable rating system for agent evaluations (scorecard).	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-009	The supervisory tool must have the ability for supervisors to insert free-form text notations that are associated to specific contacts for an individual agent within the evaluation form for each question.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-010	The supervisory tool must provide scorecard rating results exportable in xls, xlsx, pdf, csv.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-011	The supervisory tool must have the capability to export call recordings in formats of wav, mp3, mp4, wma.	M	Y	5	
QA-012	The system should be able to associate post-call customer survey results to an agent scorecard supervisor evaluations.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-013	System will allow the user to view voice prints that display the length and position of the silence within a voice conversation during playback, and identify events such as dead air, transfers, holds with minute/second tracking. Voice print must visually show where the playback is in relation to the full length of the voice file.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-014	System should allow the user to play back voice files faster or slower than the originally recorded speed of the conversation.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-015	Within the scoring template, the system must provide the ability to aggregate questions based upon a group of similar questions. (Example: call opening, call closing, system usage, etc.).	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-016	The system must allow the end user to create a scorecard, without vendor customization, for multiple grading templates within each location and department.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-017	The system must have the capability to design scorecard evaluation forms for each contact channel.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-018	The scorecard evaluation system must allow for subtotaling of the evaluation questions.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-019	The system must provide a filter to allow only those calls/contacts that have not yet been scored to be displayed in the search results.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.

QA-020	The system must provide the capability to allow multiple users the ability to participate and collaborate in the grading of individual scorecards with an average score of all participants.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-021	The system must allow multiple reviewers to review the same call at completely different times for the purposes of evaluating reviewer consistency.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-022	The system must provide a scorecard report that includes a visual graph showing agent evaluation results, based upon a subset of questions, organized by specific categories.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-023	The solution must provide a scorecard report that includes a visual graph that compares how multiple reviewers scored a single agent over a period of time.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-024	The system must provide the ability to run a scorecard report that shows all of the notes that have been made by the reviewers while grading agents.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-025	The system must provide a scorecard report with a visual graph that shows the reviewer consistency by day, week, or month for their consistency in grading agents or a group.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-026	The system must provide the capability to run a report that shows how many contacts have been recorded for an agent for a specific period of time, and how many of those contacts have been evaluated using a scorecard.	O	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-027	The system should be able to transcribe the conversation of a recorded call into a text format on demand.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-028	The system must have the ability to capture contacts and any associated recordings by date, time, agent, and workgroup.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-029	Vendor to define and describe what ability is provided to perform voice analytics on all phone contacts.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-030	The system should generate an automatic scorecard based on defined voice analytics.	O	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-031	Vendor to describe options to capture and manage client consent.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
QA-032	Vendor to describe options and capabilities for call masking of PCI data.	M	Y	3	Third party services are available to enable this feature but, would require additional costs.
	SUM			102	

Paging					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
PAG-001	The solution must have the ability to page all endpoints subscribed to the system including, but not limited to, handsets, soft-phone applications, mobile applications.	M	Y	5	
PAG-002	The solution must have the ability to call all endpoints or group of endpoints depending on number dialed.	M	Y	5	
PAG-003	The solution must have the ability to send SMS messages to subscribed County staff.	M	Y	4	We have a mass notification system that can be used to send recorded calls, SMS or emails. Fees for this service are covered in the proposal.
PAG-004	The solution must have the ability to integrate with physical equipment such as loudspeakers, if needed.	M	Y	4	Additional fees to be required and will be done via separate work orders based on the requirements for the zone.
PAG-005	The solution must have the ability to allow for pre-recorded paging announcements such as the opening and closing announcements or emergency alerts to end-points.	M	Y	5	
	SUM			23	

Self-Service Portal					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes

SSP-001	Vendor to describe capabilities of their Self-Service Portal and what capabilities an end-user has in this Portal.	M	Y	5	Basic Users can control their personal call settings. Call Center Agents can do all things a basic user can do including the ability to go on or offline from the queue. Call Center Managers can do all things of lower roles along with managing call queues, viewing and setting up analytics and reporting and listening and whispering into active calls with agents. The Office Manager role allows for the full management of the PBX allowing this role to setup users, auto attendants, call queues, global music on hold, assign DIDs, manage conference bridges and other administrative features.
SSP-002	The solution must require strong passwords and require users to change based on defined password policy. Two-Factor/Multi-factor authentication is preferred. Integration with Azure AD is preferred.	M	Y	5	
SSP-003	The solution must provide an HTTPS web portal that is browser agnostic (supports multiple web browsers without losing features or requiring plug-ins).	M	Y	5	
SSP-004	The solution must allow users to manage voicemail box to include listening to messages, forwarding messages, deleting messages, downloading messages, etc.	M	Y	5	
SSP-005	The solution must allow users to make basic changes such as forwarding their extension.	M	Y	5	
SSP-006	The solution must review Call History to include date/time, call origination and destination.	M	Y	5	
SSP-007	Vendor to describe option for two-factor/multi-factor authentication	M	N	0	
SSP-008	It is preferred that your solution integrates to Azure AD for Authentication.	O	Y	5	
	SUM			30	

Audio & Video Conference Calls					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
CONF-001	Vendor to describe audio conference call solution	M	Y	5	Please see proposal for full details.
CONF-002	The solution must provide the ability to initiate a conference call with a minimum of two participants.	M	Y	5	
CONF-003	The solution must allow for minimum of 100 conference call participants with the ability to expand, if required.	M	Y	4	Conference bridges can be configured in an 'unlimited' capacity allowing as many participants as desired. For each seat over 100 a monthly charge of $3.95 will be incurred.
CONF-004	The solution must allow conference calls to be recorded.	M	Y	5	
CONF-005	The solution must allow for both internal and external (to the agency) participants.	M	Y	5	
CONF-006	The solution must allow for conference bridging that allows multiple (internal and external numbers) to call into to a conference bridge using a number that will not change and can be used repeatedly.	M	Y	5	
CONF-007	The solution must allow for a meeting pin/password to restrict all but intended participants.	M	Y	5	
CONF-008	The solution must allow for on-demand conference calls in which a caller can dial participants and add them to the call.	M	Y	5	
CONF-009	Vendor to describe video conference call solution.	M	N	0	
CONF-010	The video conference solution must offer the ability to have customers, vendors, or others outside of the organization join in a video conference.	M	N	0	
CONF-011	The video solution must be available from multiple devices (computer, smartphone, tablet, etc.).	M	N	0	
CONF-012	The video conference solution must offer the ability to display a participants list.	M	N	0	
CONF-013	The video conference solution must offer the ability to record the call.	M	N	0	
CONF-014	The video conference solution must offer the ability to join via video and a dial-in number.	M	N	0	
CONF-015	The video conference solution must offer the ability to set a password or pin to join the conference call.	M	N	0	
CONF-016	Vendor to describe integration with MS Teams if applicable.	O	N	0	
CONF-017	It is preferred that your video conference solution allow the organizer to share the recorded conference call. In addition, the recorded call should then be made available via Microsoft O365, including SharePoint Online, One Drive for business and/or Microsoft Stream.	O	N	0	
	SUM			34	

Call Recording

	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
REC-001	The solution must have the ability to record calls, for both individual users and in the Call Centers.	M	Y	5	
REC-002	The solution must allow for both full time and on-demand recording.	M	Y	5	
REC-003	The solution must allow for a minimum of 30 days retention for recorded calls with ability to scale if desired.	M	Y	5	
REC-004	The solution must allow the retention period to be modified per user or per extension if desired.	M	Y	4	
REC-005	The solution must allow for recorded calls to be downloaded as playable audio file; files must be "Court Admissible."	M	Y	5	
REC-006	It is preferred that there is no time limit for retention of a recorded call.	O	Y	4	
REC-007	It is preferred that the maximum or standard retention can be modified per user, per extension or system wide if desired.	O	Y	4	
REC-008	It is preferred that there is no limit to the duration of a recorded call.	O	Y	4	
REC-009	It is preferred that there is no limit to the number of recordings our agency can have.	O	Y	5	
REC-010	It is preferred that your solution allow for recorded calls to be downloaded for archiving.	O	Y	5	
REC-011	It is preferred that a recorded call be shared with another individual (internal or external), such as providing a link to the call.	O	Y	5	
REC-012	It is preferred that your solution allow the end-user to "flag" a recording for retaining a recording longer than the default retention period. It is preferred that there is no maximum length of time flagged recordings can be kept on the system.	O	Y	5	Standard retention on all recorded calls is 30 days at no charge. Longer retention plans are available. It is possible to move all recordings to an SFTP server to manage the retention of recordings on your own.
	SUM			56	

Disaster Recovery					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
DR-001	Vendor to describe Disaster Recovery measures used to ensure maximum up-time; to include failover time, how in-progress calls are handled in the event of a data center failure, and how customers are notified.	M	Y	5	
DR-002	Vendor to provide uptime in percentage.	M	Y	5	0.9999
DR-003	The solution must be hosted in geo-redundant data centers in the United States.	M	Y	5	4 data centers geolocated around the United States. Your primary servers will be in the MCNC data center.
DR-004	Vendor to provide location of data centers. For security, only provide the general area (ex. North Western Carolina).	M	Y	5	Atlanta, GA; Durham, NC; Dallas, TX; Chicago, IL
DR-005	Vendor to describe data center sites and alternate data center site locations used for redundancy.	M	Y	5	All data centers are SOC Type 2 certified. Reports available upon request.
DR-006	Pender County data must reside in the Continental United States.	M	Y	5	
DR-007	Vendor to describe the process and estimated timelines in the event the primary site fails.	M	Y	5	If a server cluster goes offline unexpectedly the phones will automatically failover to the next server within 10-15 seconds. Active calls would be dropped in this event. If a cluster is being taken off line for routine maintenance the phones will failover automatically when not on a call and users would not have any interruption in service.
DR-008	Vendor to describe major upgrade processes to include notifications and potential service interruption.	M	Y	5	Notifications are sent via email and posted on status.trueipsolutions.com that can be subscribed to.
	SUM			40	

Mobility & Remote Workers					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
MOB-001	The solution must allow users to connect handset to any internet connection to make outgoing calls and receive in-coming calls.	M	Y	5	

MOB-002	The solution must have the ability to provide softphone extensions that reside on our employees' County-provided computers. These extensions should provide an equal or better level of functionality as physical handset equipment.	M	Y	5	The manager's portal has a built-in Webphone which can be used by all users that are given portal access. We also offer an installable desktop client for Windows users with a high rate of reliability and functionality.
MOB-003	Access to the solution, using a softphone application, should be capable over both a VPN and when not connected to a VPN (example: over public internet).	M	Y	5	
MOB-004	The softphone application must be compatible with the latest Windows Operating Systems. Chrome OS/Chromebook, MacOS compatibility is not required, but desired if available.	M	Y	5	
MOB-005	The solution must have the ability to be used/accessed from a smartphone and/or a tablet device; henceforth described as a Mobile device.	M	Y	5	
MOB-006	Mobile device applications must have the ability to provide an equal or better functionality as physical handset equipment.	M	Y	5	
MOB-007	Mobile device application(s) must be compatible with the common mobile OS platforms including Android and Apple iOS.	M	Y	5	
MOB-008	The solution must allow users to log in as their desired extension from any handset (or 'Hotdesking').	M	Y	5	
MOB-009	The solution must have the ability to forward a user's phone to their home or cell phone. The solution must have the ability to cancel call forwarding either at the office or when working remotely. Vendor to describe the web-based solution to forward and cancel forwarding. Describe the manual process to forward and cancel forwarding.	M	Y	5	
MOB-010	The solution must have the ability to transfer calls back to the office or to other mobile devices.	M	Y	5	
SUM				45	

Security					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
SCT-001	Vendor to describe the security capabilities to ensure authorized access to the call system, user accounts, user data and messages.	M	Y	5	Each user account is unique and has it's own username and password. Azure AD can be used for SSO. Each user has a role assigned and can only access data per the role they have access to.
SCT-002	Vendor to describe the security measures in place to support the notification and delivery of recorded calls and messages, such as voicemail.	M	Y	5	Recorded calls are only accessible behind a login which is secured by use of SSL encryption and standard password requirements. Voicemails and other messages are also accessible in this same portal with the same login requirements, however the voicemail-to-email system does send unencrypted audio attachments containing the voicemail or provides direct URL access to those voicemails depending on delivery method configured for each user.
SCT-003	Vendor to describe the security measures in place to support authorized self-provisioning of softphones on user devices.	M	Y	5	Softphone registration, both Webphone and desktop "thick" client, requires the user to have the login credentials for that user. All login traffic is encrypted and authentication occurs on servers owned and operated by True IP Solutions. SSO authentication is offered using Microsoft and Google accounts as well.
SCT-004	Vendor to describe the security measures in play to ensure call privacy, communication encryption for SIP/VoIP, and secure VoIP devices.	M	Y	5	Phones can be configured to utilize TLS 1.2 encryption to ensure privacy and integrity of data.
SCT-005	Vendor to describe the security measures in place to ensure administration security, including the description of the administrative interface, role based administrative access controls, separation of duties for controlled workflow processes and change management, and methods for direct, console, and remote administration.	M	Y	5	Administrative interface is secured using traditional SSL encryption as well as being password protected and IP restricted to our office IPs. Passwords and files are encrypted at rest and access to the management portal can be divided into multiple tiers with varying levels of access to domain data. For further information please see the Due Diligence attached and SOC Compliance available upon request.
SCT-006	Vendor to describe compliance with the following: CJIS, HIPPA and PII (data at rest/in transit encryption, password compliancy, data center, employees with access to your data center/systems and any 3rd party vendors).	M	Y	5	Data and passwords are encrypted at rest and in transit. Password complexity standards and age requirements as well as reuse policies are in place and configurable. For further information please see the Due Diligence attached and SOC Compliance available upon request.
SUM				30	

Data Transfer & Retention

	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
DATA-001	The vendor must retain all data collected in UCaaS systems for a maximum of 7 years or end of contract term. The metadata should be retained for rolling 90 days, or until successful turnover after the end of contract term.	M	Y	5	Data is retained for greater than 7 years, currently there is no set upper limit. Metadata retention for 90 days is configurable as well.
DATA-002	Vendor shall provide options or ability to retrieve, migrate, or archive historical information from the current contact center and call recording system.	M	Y	5	Specific migration steps will vary depending on the current contact center. Call recordings can be archived but retrieval methods will also depend on current recordings and how they're currently indexed.
DATA-003	Vendor to provide details on storage options and increments to support data store that meets recording, retention, and security requirements. Include retention periods of 1, 3, and 5 years.	M	Y	5	Recordings can be stored on our recording servers and access to recordings granted on an individual basis. Access is limited to those with user credentials for the domain where the recordings were made as well as protected from unauthorized access by way of encryption and access lists to prevent unknown IP addresses from directly accessing the recording server. You can leverage our sFTP offload tool to download the call recordings to a server of your choice or we can offload them to Azure or AWS based on the storage amount required.
DATA-004	Vendor to provide options for calls and screen capture encryption for security.	M	Y	3	As this is not a native offering the specifics will depend on which add-on solution is used but all solutions use at minimum SSL encryption.
DATA-005	Location of any and/or all data can be with either Pender County or with the vendor; however, it is always considered to be the property of Pender County and will be recoverable from the vendor on demand within 14 days.	M	Y	5	This is standard practice on our end as well and all stored data is easily retrievable at any time.
DATA-006	At the end of the contract, the vendor shall have the responsibility to deliver all captured data in an agreed-upon timeframe, in an industry-standard format.	M	Y	5	Call records will be delivered in .csv format, recordings in .wav, other information can be formatted as needed if the default formats aren't acceptable.
DATA-007	Once end of contract data transfer has been completed and approved by Pender County, all data will be permanently deleted from the vendor's CCaaS systems, archives, and databases.	M	Y	5	Data deletion is standard operating procedure if a client no longer has a contract with us and will happen as soon as all parties are satisfied that there is no need for the data any longer.
	SUM			33	

Handset Features					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
HS-001	Vendor to describe any limits to the number of handsets based on your solution.	M	Y	5	No limits on the number of devices.
HS-002	Vendor to describe disting ring options. For example, can rings options be customized to distinguish between internal and external calls.	M	Y	5	This is an available feature, however it does require configuration by TIPS support staff. This can be applied to all devices in the domain or on a specific, user-by-user, basis. The ringtone can be selected from one of the default ringtones or customized in most instances, depending upon the capabilities of the SIP device in use.
HS-003	The solution must provide incoming caller ID displayed on our handset and soft phone.	M	Y	5	
HS-004	Vendor to describe options for displaying custom graphics, such as County seal/logo, on the display of all handsets.	M	Y	5	This is possible and can be provisioned within the templates for each device type.
HS-005	Vendor to describe all available handsets, attendant console, and soft client options/models.	M	Y	5	We can use any open SIP protocol device however, recommend Yealink and can offer a 3 year warranty on any Yealink device purchased.
HS-006	Vendor to describe supported handset models both wired and wireless headsets.	M	Y	5	We can use any open SIP protocol device however, recommend Yealink and can offer a 3 year warranty on any Yealink device purchased.
HS-007	Vendor to describe any available add-on equipment available for the handsets.	M	Y	5	Handsfree kits are the most common attachment to a device. Expansion modules are available for users that act in a receptionist or routing role.
HS-008	The solution must allow any individual phone to handle two or more lines simultaneously. For example, while County staff puts a call on hold on Line 1, he/she can use Line 2 to place another call to get more information for the caller waiting on Line 1.	M	Y	5	
HS-009	The phone must display date, time, extension name, and extension number in idle state. The phones must provide visual display of most incoming call numbers/extensions and activated features such as DND (Do Not Disturb), and Call Forward.	M	Y	5	

HS-010	Phone handsets must be capable of having multiple lines assigned, dependent on the number of phone buttons on the phone. For example, a 2-button phone must be cable of having 2 different lines assigned, if needed.	M	Y	5	
HS-011	Phone handsets must be capable of supporting many different wireless headsets, to include both wired, wireless and Bluetooth devices.	M	Y	5	
HS-012	Wireless (cordless) handsets are desired in locations that require employees to leave their station, walk to another room, and answer the phone up to 30 feet away. Such devices may use wireless internet, Bluetooth or require a base station for network access. The cordless phone would function as a stand-alone phone. In this use case, the requesting department could pick up the handset and walk about the area. This would be the department's main line and a shared device to be answered by the staff on-site.	M	Y	5	We can use any open SIP protocol device however, recommend Yealink and can offer a 3 year warranty on any Yealink device purchased. For Wi-Fi phones we recommend a Grandstream phone that works across the Wi-Fi network and not the base unit.
HS-013	Transfer/Conference, Hold, Speaker, and Redial functions need to have their own designated buttons on all phones.	M	Y	5	
HS-014	The solution must allow County staff to adjust the volume level on individual phones.	M	Y	5	
HS-015	The solution must provide the speakerphone feature on all phones.	M	Y	5	
HS-016	The solution must allow users to view the phone number and its associated staff name for all internal calls. The solution should also allow users to view the phone number of the caller regarding most inbound calls.	M	Y	5	
HS-017	The solution must allow user ability to program internal or external numbers as two-digit speed dials accessed using a feature code, or as programmed buttons.	M	Y	5	Users are able to program buttons on a wide variety of phones directly from the TIPS interface. They can also download the domain directory to their phone and can be provided access into the phone's interface to directly program speed dials and custom directories, again depending upon the exact capabilities of the SIP device in use.
HS-018	Conference phone stations must allow for external microphones, including accessories such as Bluetooth microphones and speakers. Conference phone stations must be Power Over Ethernet (PoE) but also capable of being powered via external power supply.	M	Y	5	
HS-019	Phone Handsets must have dual Gigabit Ethernet Ports; one for network/internet uplink and one for connecting a computer behind phone.	M	Y	5	
HS-020	Phone handsets must have LCD Display (no paper labels).	M	Y	5	
HS-021	Phone handsets must be headset compatible.	M	Y	5	
HS-022	Phone handsets must have Full Duplex Speakerphone.	M	Y	5	
HS-023	Phone handsets must have USB port and support USB Headsets	M	Y	5	
SUM				115	

Integration					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
INT-001	Vendor to describe integration with Azure AD or On-Prem AD for authentication, voicemail to email and ability to use Azure AD for contacts and staff directory.	M	Y	5	See above comments.
INT-002	Vendor to describe integration with MS Teams, if applicable.	M	Y	4	We offer a MS Teams connector that is $2.50 per user to enable. The connector will allow for MS Teams to act as a soft phone device for the user that is licensed. Additional licensing at Microsoft maybe required to utilize the feature.
INT-003	Vendor to describe integration to emergency communication service(s). The County currently uses CodeRed.	M	Y	5	We have our own mass notification system as described in the proposal and a public API that can be used to integrate with any other system. If an integration with CodeRed is required we would develop one at no charge for our part of the integration with CodeRed and would align the integration release with the rollout plan.
SUM				14	

Admin & Operation Support					
	RFP Questions	Mandatory or Optional M/O	Vendor Response Supported Y/N	Vendor Score	Notes
ADM-001	The solution must allow multiple, designated County staff to use a web interface for phone programming, management of account creation, deletion, and changes in settings.	M	Y	5	

ADM-002	The solution must allow local administrators to assign DID lines to users as well as manipulate the Caller ID associated to each extension and/or user. The system should also allow administrators to control use of softphone and mobile apps.	M	Y	5	
ADM-003	The solution must allow for the ability to assign codes to DIDs in order to charge expenses directly to the appropriate departments.	M	Y	5	Departments, Users or DID's can be segmented on the bill per the required setup from the county.
ADM-004	The solution must allow local administrators to allow or disallow authorized staff to call long distance, including international if needed.	M	Y	5	
ADM-005	The solution must allow multiple, designated County staff to record and manage the voice menu, business, and holiday greetings.	M	Y	5	
ADM-006	The solution must provide granular permissions allowing local administrators to assign permissions to designated staff, including read-only permission, for both full and limited system administration.	M	Y	5	
ADM-007	The solution must provide documentation for multiple, designated County staff to be trained.	M	Y	5	We have a full knowledge base available at support.trueipsolutions.com
ADM-008	The solution must must require strong passwords and Multi-Factor Authentication for web-based portal access.	M	Y	5	We offer strong passwords, Azure AD authentication but, do not offer MFA.
ADM-009	Vendor to describe measures available to administrators used to block calls from specific exchange or area code, e.g., 259 exchange or 910 area code.	M	Y	5	Phone numbers can be blocked at the user, site or domain level within the TIPS Portal.
ADM-010	Vendor to describe support process; to include method of contacting support, method of reviewing support tickets, method of escalating support requests, average support response time and mean time to resolution.	M	Y	5	Support can be conducted via phone, email or creating a ticket at support.trueipsolutions.com. Most calls are resolved upon call in. Standard hours of support are from 8AM - 6PM with after hours support available 24/7/365.
ADM-011	Vendor to describe types of system administration roles available; to include customer's ability to create custom user roles and permissions.	M	Y	5	See above comment.
ADM-012	Vendor to describe system maintenance to include how customer is notified, system availability during maintenance, typical duration of maintenance, how often maintenance is performed, etc.	M	Y	5	See above comment.
ADM-013	A Root Cause Analysis report for all interruptions in service affecting 5 or more users shall be provided by the vendor within 24 business hours from the start of the interruption, along with a plan of action to avoid similar problems in the future.	M	Y	5	
ADM-014	Vendor to provide standard scheduled windows for all hardware and software, non-emergency remediation and general maintenance activities.	M	Y	5	
ADM-015	Any customized software developed for implementation into production, must be properly tested by the vendor per industry standards for function, for integration, for system conformity, for capacity and performance verification and user acceptance testing.		Y	5	No custom software is expected to be created.
ADM-016	Vendor shall perform industry-standard proactive monitoring of the UCaaS solution, and assure immediate remediation actions occur when the environment experiences any material interruption to service.		Y	5	
SUM				80	
		Vendor Total Across All Requirements		1008	

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Attachment B

Section 4.1 Responses

4.1.1 System Scalability

• Indicate the degree to which your solution(s) can be scaled. Indicate both the degree to which the UCaaS solution can be scaled (e.g. whether and how additional agents can be added to meet service level requirements) and the timeframe in which it could be done.

[TIPS] – Our platform pricing is based on a per user model. You can scale up or down users at any point. Users can be created and provisioned within the management portal or can be done via bulk upload. All user provisioning can be done on demand by your system administrator or the TIPS Support Team can assist as needed.

• Indicate the degree to which your solution(s) can be descaled.

[TIPS] – Our platform pricing is based on a per user model. You can scale up or down users at any point and the following months invoice will reflect the updated active user count.

4.1.2 Implementation

Implementation & Configuration

• Describe the process by which user licenses for your solution are issued.

[TIPS] – Our platform pricing is based on a per user model. You can scale up or down users at any point. When a user record is created by your system administrators the billing for that user would occur on the next billing cycle.

• Describe the process by which the UCaaS solution is deployed. Include any tasks that must be performed on systems or devices already deployed (such as network configuration and third-party solution integration). Include any tasks expected to be performed by Pender County ITS or resources.

[TIPS] – Please see 4.1.4.4 below for the outline and tasks within a typically implementation. During the pilot phase we would be able to integrate our UCaaS solution to your existing Cisco system to enable 4 digit dialing if desired.

• Describe the process by which the required functionality is initially configured. Include the creation of administrative accounts, adding key features, policy creation, etc.

[TIPS] – Typically our customers have completed a user import form and then recreated the auto attendants and call queues within our portal with our assistance. This has given our customers the ability to leverage some of the features and functionalities that they did not previously have. We can however, do the discovery and work ourselves within your CUCM environment. We would need direct admin access to the CUCM to obtain current configuration and audio files. We would also need to be able to work with somebody on your team to answer any questions about desired configuration that we may have.

4.1.3 Product Support

Describe how you work with clients to deliver your UCaaS solution.

1. **Customer support** • Do you provide toll-free customer support 24 hours a day, seven days a week? Please specify all paid and unpaid support options.

[TIPS] – Primary support hours for normal operations is available Monday-Friday from 8AM – 6PM ET. After hours support for emergencies is available 24/7/365. Support is included in the standard monthly fee.

2. **Geographic and language support** • Do you provide North American, English speaking based support?

[TIPS] – Yes, our support team is based in Hampstead, NC

• Is your support provided from within the United States? What other countries is your support based?

[TIPS] – Yes, our support team is based in Hampstead, NC

3. **User manuals** • Do you provide a complete set of user manuals (either in hardcopy, softcopy, or via a searchable software/web interface) for all software applications to document and explain system features and functions?

[TIPS] – Yes, we offer a full knowledge base which is available at support.trueipsolutions.com. The KB includes articles and videos for all user levels of the platform.

• How often are manuals updated?

[TIPS] – New articles are added routinely to ensure new features and updates are covered.

4. **Implementation support** • Provide a timeline and step-by-step process for implementation, including the project management duties and responsibilities. We want the same project manager and software designer/specialist dedicated to our project throughout the planning and implementation.

• Do you provide complete turnkey, onsite implementation, and project management support? Please specify which support will be included and which is provided for an additional fee. Also specify whether support is available direct from the vendor or provided through a partner.

[TIPS] – See below for a timeline of a typical implementation.

Month 1

- TIPS to provide an example of the CSV file needed to input users and phone MAC addresses into the TIPS switch
- County to provide CSV file with user info.
- TIPS to setup test phones and build the auto provisioning files and test.
- County to provide a building location list with address and any e911 telephone numbers.
- County to provide a copy of the current telephone bill for porting.
- Identify any special extensions-elevators or any other extensions that may require special attention or devices.
- County purchase phones for labeling and setup.

Month 2

- Begin testing of the system after user information is uploaded.
- Set up and identify staff and roles of staff in system.
- Look at training dates for tech and staff -This can be done later if you prefer.
- Continue training as needed for staff.
- Prepare to request number ports-we will need a desired date.
- Provide end user information and user guides for system to County staff for approval before distributing to all personnel.

- Enter numbers for porting and prepare for cut over. We can port by department or in a large group.

Month 3

- Complete all end user device testing.
- Complete cut over and any paging or special extension installation required.
- Ensure all extensions and systems are operating correctly.
- Complete the billing process.

• Describe the vendor's approach for enabling remote workers; to include remote call center agents and supervisors.

[TIPS] – Our UCaaS solution offers multiple avenues for remote workers to stay engaged. The user can have a desk phone provisioned and set up at their home office location, they can utilize the TIPS mobile app or the TIPS Webphone. For users that will be high volume phone users like a call center agent we offer a TIPS Desktop Client for Windows computers that is a more robust solution than utilizing the TIPS Webphone.

• Describe how administrator profiles are established, the steps involved configuring and connecting the UCaaS solution, setting up a new user, the system tools available for proactive monitoring and end-to-end performance, all third-party tools needed for end-to-end service management, all reporting tools for performance and usage reporting per user, and how administration can be performed remotely.

[TIPS] – All Administrators will receive 'Office Manager' to add users, view call history, and check registration for all devices within their Domain. Office Manager will have full access to add additional users, manage call treatment, and view reports and statistics via the Call Center Tab. CDR Reports are also available for particular users, or Call Queues that need to be monitored at an incremental basis. Most administrative functions can be done via our Cloud-based Portal and does not require any type of VPN or Secure Access.

• Describe the maintenance support for the UCaaS solution, pre- and post-cut-over.

[TIPS] – Support is included as part of the ongoing relationship, including all switch upgrades and new features. Our UCaaS solution has multiple server nodes so any maintenance that is performed in the platform is not noticeable by end users. TIPS maintains and updates the firmware on all connected desktop phones and will automatically deploy to devices in after-hours windows once they have passed our internal QA procedures. Our team will work with your team hand in hand in all phases of the pre and post-cut-over to ensure everything is working as expected.

5. **Training** • Describe the type of training provided to administrators. Specify whether training is available direct from the vendor or provided through a partner.

• Outline the vendor's knowledge transfer approach between Pender County's subject matter experts and vendor's subject matter experts.

[TIPS] – We will provide two days of setup and onsite training for staff and employees. Additional training will be provided at no cost as new features are made available. Our support team is available 24/7/365. A local extension can be provided for support calls. We provide an online ticket system that can be accessed any time for routine issues that may arise. Our support group will provide configuration change services at no additional charge. We have training videos and tutorials online. If an onsite visit is required, the hourly rate will be billed at $85.00 per hour per man on a normal work week of Monday through Saturday from 8:00AM to 5:00PM. There will be a 1-hour minimum per visit. This does not include holidays. Scheduled after hours service will be billed at a rate of $120.00 per hour per man with a 2-hour minimum. Network engineering services are billed at $125.00 per hour. We will only bill for the time and materials as incurred. Normally after installation onsite visits are not required.

6. **Software updates** • Do you provide future software releases and updates to all applications as part of regular software maintenance fees?

• Please specify the software update process and typical time between releases.

[TIPS] – Yes, the UCaaS platform is routinely updated with major releases happening once a year and minor releases happening bi-annually. The updates are typically transparent to users and any new features or changes will be distributed to the Office Manager roles within the organization.

7. **Performance monitoring** • Do you provide remote software monitoring to identify anomalies and provide automatic upgrades?
[TIPS] – Yes. We maintain status.trueipsoluitons.com where all maintenance and incidents are posted. This site can be subscribed to in order to make upcoming changes more transparent to our customers.

4.1.4 Business Continuity

• Please describe your business continuity plan to ensure these above service level requirements are upheld by the vendor, should the vendor come into difficulty (such as, but not limited to, financially, through natural disaster, or pandemic).

[TIPS] – Please see our General Due Diligence Package and the BC/DR section.

• Describe the process for how the vendor successfully helped their clients to respond to COVID-19 and/or COVID-19 Vaccinations with a case study, between March 2020 – July 2021.

[TIPS] – We have worked with a multitude of existing and new clients during the COVID-19 period. We have helped many customers go mobile utilizing our TIPS Mobile, TIPS Webphone and TIPS Desktop apps. During the move to mobile work we have provided guidance on home networking issues and best practices for call queues when dealing with multiple devices. In the county government space we have helped multiple counties that were not existing customers spin up COVID-19 vaccine hotlines and most recently an eviction hotline. Our platform in those situations has been able to be ramped up in online under a business day for customers with urgent needs. The flexibility we have been able to provide has helped our customers and those that are on legacy systems provide solutions that their existing infrastructure was not able to handle the load and demand from these unprecedented times.

• The vendor understands that they will be liable for any punitive or financial measures Pender County faces as a direct result of UCaaS service level requirements not being met.

[TIPS] – Please see our SLA that is within the RFP package.

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Attachment C

TIPS SLA

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SCHEDULE A

Service Level Agreement (SLA)
for *Pender County Government*
by
True IP Solutions LLC

Effective Date: 8-10-2021

Document Owner:	True IP Solutions LLC

Version

Version	Date	Description	Author
1.0	8-10-2021	Service Level Agreement	Michael Steed

Approval

(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)

Approvers	Role	Signed	Approval Date
True IP Solutions	Service Provider		
Pender County Government	Customer		

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1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between True IP Solutions LLC ("TIPS" or "Provider") and Pender County Government ("Customer") for the provisioning of Hosted VoIP Service and technical services required to support and sustain the TIPS Hosted VoIP Service.

This Agreement remains valid for the Term of Service defined below or until superseded by a revised agreement mutually endorsed by authorized representatives of the stakeholders

This Agreement outlines the parameters of the identified Hosted VoIP Service covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent technical service support and delivery to the Customer by the Service Provider.

The **goal** of this Agreement is to obtain mutual agreement for technical service provision between the Service Provider and Customer.

The **objectives** of this Agreement are to outline service levels with the TIPS Hosted VoIP service:

- TIPS will provide access to our trouble ticket portal 7/24/365 except for scheduled maintenance and acts of God.
- TIPS guarantee to provide acceptable network service 99.99%.
- TIPS will provide support on an around the clock basis through our online ticket system (See Section 6).
- TIPS will provide a toll-free number or a direct extension to our support desk during normal business hours of Monday-Friday 8:00 AM to 6:00 PM EST.

3. Stakeholders

The following Service Provider(s) and Customer(s) will enter into this Agreement and represent the **primary stakeholders** associated with this SLA:

Service Provider: True IP Solutions ("TIPS" or "Provider")
VoIP Partner Customer: Pender County Government ("Customer")

4. Term of Service

This Agreement is valid for a period of thirty-six months, commencing on the **Effective Date** outlined herein, August 1, 2021, through and including August 1, 2027. This agreement allows for 1-year voluntary extensions with the same terms and conditions.

5. Modifications

This Agreement may be revised during the contract term, including, but not limited to, modifications required to satisfy and/or to accommodate any change of law governing the parties. Any revisions must be in writing and signed by authorized representatives of both TIPS and Customer.

6. Service Agreement

6.1 Service Scope

The following Services are covered by this Agreement:

- Manned telephone support as outlined below.
- Monitored email support as outlined below.
- Remote assistance using Remote Desktop and a Virtual Private Network where available.
- Planned or Emergency Onsite assistance (extra costs apply).
- 24/7/365 network monitoring.
- Monthly system health-check.

6.2 Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all monthly charges for switching and other network related costs at the agreed interval.
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.

6.3 Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service-related incidents.
- Appropriate notification to Customer for all scheduled maintenance.
- Appropriate notification to Customer during any service outage.

6.4 Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.

7. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services, and related components.

7.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support: 8:00 A.M. to 6:00 P.M. Monday – Friday EST

Calls received after office hours will be forwarded to a mobile phone and best efforts will be made to answer/action the call; however, there will be voice mail attached to this service.

- Email support: Monitored 8:00 A.M. to 6:00 P.M. Monday – Friday EST. Emails received outside of office hours will be collected; however, no action can be guaranteed until the next working day.

- Onsite assistance guaranteed within 4 hours during the business week (Additional cost may be required).

7.2. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

- 0-2 hours (during business hours) for issues classified as **High** priority.
- Within 4 hours for issues classified as **Medium** priority.
- Within 24 working days for issues classified as **Low** priority.

Remote assistance will be provided in-line with the above timescales dependent on the priority of the support request.

8. Disclaimer of Liability and Indemnification

Neither party may be held liable to the other for any claim, damage, or loss arising from or relating to this Agreement or performance or nonperformance hereunder unless such claims or causes of action arose from gross negligence, recklessness or willful misconduct.

To the extent permitted by law, Customer shall defend, indemnify, and hold harmless TIPS, its officers, directors, employees, affiliates, and agents from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorney's fees) that TIPS may incur as a result of any negligent or willful act of Customer or any of its agents or employees.

To the extent permitted by law, TIPS shall defend, indemnify, and hold harmless Customer from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorney's fees) that Customer may incur as a result of any negligent or willful act of TIPS or any of its agents or employees or the failure by TIPS to perform any of its representations, warranties, commitments, or covenants under this Agreement.

9. Lunsford Act/Criminal Background Checks

The parties acknowledge that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. TIPS shall conduct criminal background checks on each of its owners, employees, agents, and subcontractors ("contractual personnel") who, pursuant to this Contract, engage in any services on Customer property. TIPS shall provide documentation that criminal background checks were conducted on each of its contractual personnel prior to allowing them to enter upon Customer property. Such check shall also include a check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. TIPS shall not assign any contractual personnel to provide services on Customer property if said worker appears on any of the listed registries. TIPS acknowledges that Customer has adopted policies governing conduct on Customer property, and TIPS agrees to instruct any of its contractual personnel who, pursuant to this Agreement, engage in services on Customer property, to abide by any and all relevant Customer policies while on Customer property. Customer reserves the right to prohibit any individual contractual personnel of TIPS from providing services on Customer property if Customer determines, in its sole discretion, that such personnel pose a threat to the safety or well-being of students, school personnel, or others.

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Attachment D

General Due Diligence Package

True IP Solutions, LLC
Due Diligence Package for
Current and Prospective Clients

Effective August 1, 2021

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A. Overview

This document is intended to provide a general overview of True IP Solutions, LLC, on behalf of itself and its family of companies[1] ("TIPS") and its policies.

In particular, in this document we highlight some of our information security policies relating to client data, as well as providing information typically requested as part of the due diligence processes.

B. Information Security Management Policies

We understand that you rely on our relationship to achieve strategic goals for your institution. This section is designed to assure you that our relationship is conducted in a safe and sound manner and in compliance with applicable laws and regulations.

1. Data Security Overview

The sections below provide an overview of security procedure and control of data that is transmitted between client institutions and True IP Solutions.

Our clients have entrusted us with their internal resources. Our internal control process is designed to achieve objectives in the following categories:

- Effectiveness and efficiency of operations
- Security of data
- Compliance with applicable laws and regulations

To achieve the objectives, our internal control process consists of interrelated components as follows:

- Control over our facilities
- Control over data
- Information and communication security
- Security monitoring

2. Privacy of Confidential and Proprietary Information

We recognize and respect your privacy obligations.

We include privacy language in our standard TIPS contract regarding protection of your confidential information.

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[1] True IP Solutions's family of companies include: True IP Solutions, LLC, Security IP Solutions, LLC, and Surf Switch, LLC.

We take this commitment seriously and fully use our resources to ensure the privacy of this information.

We hope that the information in this document regarding our information security policies is helpful with respect to our commitment to privacy and security, and we welcome questions at any time regarding this issue.

3. Information Security Policy

PURPOSE OF THIS POLICY

By "information security", we mean protection of TIPS and customer data, applications, networks and computer systems from unauthorized access, alteration, or destruction.

The purpose of the information security policy is:

- To establish a company-wide approach to information security.
- To prescribe mechanisms that help identify and prevent the compromise of information security and the misuse of company data, applications, networks and computer systems.

RESPONSIBILITY

Brian Hales, Chief Technology Officer, is responsible for implementing the policy. He must see to it that:

- The information security policy is updated on a regular basis and published as appropriate.
- Appropriate training is provided to data owners, data custodians, network and system administrators and users.

GENERAL POLICY

- TIPS will use a layered approach of overlapping controls, monitoring and authentication to ensure overall security of the company's data, network and system resources.
- Security reviews of servers, firewalls, routers and monitoring platforms must be conducted on a regular basis. These reviews must include monitoring access logs and results of intrusion detection software.
- Vulnerability and risk assessment tests of external network connections must be conducted on a regular basis.
- Education must be implemented to ensure that users understand data sensitivity issues, levels of confidentiality and the mechanisms to protect the data. This should be tailored to the role of the individual, network administrator, system administrator, data custodian and users.
- Violation of the Information Security Policy may result in disciplinary actions as authorized by the company in accordance with disciplinary policies, procedures and codes of conduct.

DATA CLASSIFICATION POLICY

It is essential that all TIPS data be protected. Furthermore, all data should be reviewed on a periodic basis and classified according to its use, sensitivity and importance. We have specified three classes below:

High Risk: Information assets for which there are legal requirements for preventing disclosure or financial penalties for disclosure. Data covered by federal and state legislation, such as the Gramm-Leach-Bliley Act, are in this class. Payroll, personnel and financial information are also in this class because of privacy requirements.

Confidential: Data that would not expose TIPS to loss if disclosed, but that the data owner feels should be protected to prevent unauthorized disclosure.

Public: Information that may be freely disseminated

All information resources should be categorized and protected according to the requirements set for each classification. The data classification and its corresponding level of protection should be consistent when the data is replicated and as it flows through the company.

- No TIPS owned system or network subnet can have a connection to the Internet without the means to protect the information on those systems consistent with its confidentiality classification.
- TIPS employees are responsible for creating data repositories and data transfer procedures which protect data in the manner appropriate to its classification.
- High risk data must be encrypted and transmitted over secure channels.
- Confidential data should be encrypted and transmitted over secure channels.
- All appropriate data should be backed up and the backups tested periodically, as part of a documented, regular process.
- Backups of data must be handled with the same security precautions as the data itself. When systems are disposed of, or repurposed, data must be certified deleted or disks destroyed consistent with industry best practices for the security level of the data.

ACCESS CONTROL POLICY

- Data must have sufficient granularity to allow the appropriate authorized access. There is a delicate balance between protecting the data and permitting access to those who need to use the data for authorized purposes. This balance should be recognized.
- Access to the network and servers and systems should be achieved by individual and unique logins and should require authentication. Authentication includes the use of passwords, smart cards, biometrics, or other recognized forms of authentication.
- Users must not share usernames and passwords, nor should they be written down or recorded in unencrypted electronic files or documents.
- All users of systems that contain high risk or confidential data must have a strong password. Empowered accounts, such as administrator, root or supervisor accounts, must be changed frequently, consistent with guidelines established by TIPS.

- Passwords must not be placed in emails unless they have been encrypted.
- Default passwords on all systems must be changed after installation. All administrator or root accounts must be given a password that conforms to the password selection criteria when a system is installed, rebuilt or reconfigured.
- Logins and passwords should not be coded into programs or queries unless they are encrypted or otherwise secure.
- All terminated employees will have their logins to their accounts disabled immediately upon termination of employment.
- Monitoring must be implemented on all systems including recording logon attempts and failures, successful logons and date and time of logon and logoff.
- Activities performed as administrator must be logged where it is feasible to do so.

VIRUS PREVENTION POLICY

- The willful introduction of computer viruses or disruptive/destructive programs into the TIPS environment is prohibited and violators may be subject to prosecution.
- All desktop systems that connect to the network must be protected with an approved, licensed anti-virus software product that it is kept updated according to the vendor's recommendations.
- All servers and workstations that connect to the network and that are vulnerable to virus or worm attack must be protected with an approved, licensed anti-virus software product that it is kept updated according to the vendor's recommendations.
- Where feasible, system or network administrators should inform users when a virus has been detected.
- Virus scanning logs must be maintained whenever email is centrally scanned for viruses.

INTRUSION DETECTION POLICY

- Intruder detection must be implemented on all servers and workstations containing data classified as high risk.
- Operating system and application software logging processes must be enabled on all host and server systems. Where possible, alarm and alert functions, as well as logging and monitoring systems must be enabled.
- Server, firewall and critical system logs should be reviewed frequently. Where possible, automated review should be enabled and alerts should be transmitted to the administrator when a serious security intrusion is detected.
- Intrusion tools should be installed where appropriate and checked on a regular basis.

INTERNET SECURITY POLICY

- All connections to the Internet must go through a properly secured connection point to ensure the network is protected when the data is classified high risk.
- All connections to the Internet should go through a properly secured connection point to ensure the network is protected when the data is classified confidential.

SYSTEM SECURITY POLICY

- All systems connected to the Internet should have a vendor supported version of the operating system installed.
- All systems connected to the Internet must be current with security patches.

ACCEPTABLE USE POLICY

- TIPS computer resources must be used in a manner that complies with company policies and State and Federal laws and regulations. It is against TIPS policy to install or run software requiring a license on any company computer without a valid license.
- Use of the TIPS computing and networking infrastructure by employees unrelated to their positions must be limited in both time and resources and must not interfere in any way with company functions or the employee's duties. It is the responsibility of employees to consult their supervisors, if they have any questions in this respect.
- Uses that interfere with the proper functioning or the ability of others to make use of the company's networks, computer systems, applications and data resources are not permitted.
- Use of company computer resources for personal profit is not permitted.
- Decryption of passwords is not permitted, except by authorized staff performing security reviews or investigations. Use of network sniffers shall be restricted to system administrators who must use such tools to solve network problems. Auditors or security officers in the performance of their duties may also use them. They must not be used to monitor or track any individual's network activity

4. Incident Response Policy

During this period of time, should we determine that there has been an "incident" (defined below), we will immediately notify our client contact of the incident. We will explain the events that have occurred and the nature of the breach. We will assist the client in any reasonable way to obtain information about the nature of the breach and assist the institution in providing whatever information it needs in order to communicate to its regulators, management team or customers.

Definition of an "Incident": An adverse event that impacts the security of a instutions's sensitive information. Sensitive information includes any data, files or reports that link any of a customer's name, address or telephone number.

It is our policy to immediately notify clients of any incident.

5. Business Continuity

TIPS has adopted a comprehensive Business Continuity Plan that provides for the continuation of business functions in the event of problems affecting our operations, including system breakdown and natural (or man-made) disaster. The Business Continuity Plan details our responsibility for backing up and

otherwise protecting program and data files, for protecting equipment, and for maintaining disaster recovery and contingency plans.

Details of our Business Continuity Plan can be found in Section D of this report.

C. Additional Due Diligence Information

1. Executive Experience

Michael Steed
Chief Executive Officer

Michael Steed, CEO of True IP Solutions, LLC, has more than 25 years of experience in telecommunications, leadership, and new business development.

Michael's extensive background in wireless, VoIP, Internet technologies, and business solutions have helped him to build companies and lead the way within multiple markets related to all aspects of his experience. Michael was previously employed with Star Telephone as Vice President of Competitive and Subsidiary Operations, where he managed operations of the ISP and a cable television plant. Under his leadership, he started and managed InterStar Communications, a regional ISP, in 1995 before selling this company to Star Telephone in late 2000. He sold all interests in Carolina Plastics in 2016, which he operated for over 20 years serving the window and door industry and the agriculture industry with custom PVC extrusions. Michael has been a member of the Society of Plastic Engineers since 1993. Michael also owns interest in Steed Farms Inc, a 350-acre pork and poultry operation in the Clinton, NC area. He is also a founding member and presently sits on the board of AgCareers.com, a leader in the online HR industry for agriculture.

Michael is an active member within his community and an active member of Topsail Presbyterian Church in Hampstead, NC. Michael and his wife Becky reside in Hampstead, NC and have 2 children and 4 grandchildren.

Albert Steed
Chief Operating Officer

Albert Steed is Chief Operating Officer for True IP Solutions. He is responsible for providing overall strategic and operational direction for the company.

Albert has more than 20 years of experience in information technology, system design, software development, and testing. Prior to joining True IP, he was the CIO of Velocity Solutions, a FinTech company, where he worked for more than 8 years, he also held a leadership position with PPD, a global multi-billion dollar contract research organization, where he worked for more than 7 years. Albert also has worked in the IT side of the Internet service provider (ISP), public safety and agriculture industries.

As a volunteer, Albert serves as a mentor for the Cameron Executive Network, part of the University of North Carolina at Wilmington's Cameron School of Business. Albert is also a member of the IS/MS CSIS

Advisory Board at the University of North Carolina at Wilmington. Albert has a BS in Management Information Systems from the University of North Carolina at Wilmington's Cameron School of Business. Albert lives in Wilmington, NC with his wife and sons. He has a passion for health and wellness and anything that combines being outside and being active.

Brian Hales
Chief Technology Officer

Brian Hales is co-founder and Chief Technology Officer of True IP Solutions. As CTO, Brian serves as the executive in charge of networks, data management, and application systems and developing engineering solutions to meet customer needs. In addition to his role as CTO of TIPS, Brian is co-founder of Security IP Solutions which specializes in access control, alarm panels, and security systems for school systems and government agencies. Combined both companies can make your VoIP solutions & security needs seamless.

Prior to his current positions, Brian worked as a network engineer for an internet service provider and telecommunications company. His responsibilities included a multitude of initiatives ranging from network management to server maintenance for small, medium and enterprise businesses.

Brian lives in Hampstead, North Carolina with his wife and son. In his free time, he loves spending time with his family. He volunteers as a Cub Scout Den Leader and Assistant Scoutmaster. Because of his strong desire to learn, Brian continuously earns new certifications and constantly seeks out the latest technologies to help his customers grow.

2. Insurance

We maintain the following insurance:

- Commercial Property coverage in sufficient amounts to cover all of our buildings, business personal property and inventory, as well as dependent business income and extra expense coverage.
- Business Auto: $1,000,000.
- General Liability: $1,000,000. This includes products liability coverage.
- Errors & Omissions with Cyber Liability: $1,000,000 coverage.
- Employment Practices: $1,000,000 coverage.
- Fiduciary Liability: $1,000,000 coverage.
- Crime/Employee Dishonesty/Theft: $1,000,000 coverage.
- Workers Compensation: $1,000,000 coverage.

3. Code of Ethics

INTRODUCTION:

PURPOSE: The purpose of the Code of Ethics ("code") is to provide policy for standards of conduct. While it is not practical to write guidelines covering all situations, the Code of Ethics sets forth policy in several basic areas that commonly require sound and uniform judgment of individuals employed by us.

OBJECTIVE: The objective of this code is to reinforce a strong sense of accountability for responsible and mature business and personal behavior in all those who represent us. Fundamental to our continued success is to safeguard our tradition of strong moral, ethical and social standards of conduct.

As a business built on trust and confidence, we depend on a favorable perception of the conduct of our personnel by our clients. Often simply the appearance of substandard conduct, either individually or collectively, can be just as damaging to our reputation as an actual discrepancy. It is incumbent upon our staff to view one's own actions and intentions objectively in order to assure that no observer would have grounds to believe the slightest irregularity in conduct exists.

STANDARDS OF ETHICS:

PROTECTION OF CONFIDENTIAL INFORMATION: We are privy to confidential information including customer data, strategic plans, forecasts, decisions, capabilities and intentions of many individuals and companies.

In no instance should the use of confidential information be made for one's own or another's personal benefit as to do so may subject both the individual and our company to criminal and civil penalties. In no case should confidential information be transmitted to persons outside the company, including family or associates, or even to other staff of the company who have no need for such information in discharging their duties as employees.

We may require employees to annually or more often disclose to us information regarding any outside business connections.

Any files, records, or knowledge that we gain in our relationship with our clients, prospective clients or associates becomes our responsibility and will remain in our custody and should be used by our employees only in the performance of their duties. Use of any such data to derive a personal benefit is expressly prohibited.

CONFLICTS OF INTEREST: Our employees are expected to conduct their private business and personal activities in a manner which avoids conflict with the interest of the company or its clients.

OUTSIDE INTERESTS: None of our employees may have any financial interest in any outside business enterprise unless such interest is completely passive, does not conflict with the employee's duties for the company, and does not require the personal participation of the employee holding such interest, and has the written approval of the CEO.

IMPROPER PAYMENTS: All employees are expected to comply with all applicable state and federal laws and regulations. The use of employees or resources for any purpose which violates any state

or federal laws or regulations is strictly prohibited. Our policy is to make no improper payments or contributions to any governmental, political, labor or business organization or individual.

FINANCIAL RESPONSIBILITY: All employees should conduct their financial affairs in a sound and responsible manner so as to be above criticism.

PUBLIC STATEMENTS: Employees are not allowed to make public statements to the media on behalf of the company. All such statements will be made by the CEO or their designated representative.

USE OF CORPORATE LETTERHEAD: It is inappropriate for any employee to use official corporate stationery for personal or non-job related purposes, particularly when such use implies endorsement by the company.

EQUAL OPPORTUNITY: It is our policy to extend equal opportunities to all qualified applicants for employment without regard to race, creed, color, sex, age or national origin. This policy encompasses all personnel practices including:

- hiring, placement, upgrading, promotion, transfer, or demotion
- recruitment, advertising, or solicitation for employment
- treatment during employment
- rates of pay or other forms of compensation
- selection for training
- lay-off or termination

Our objective is to recruit, develop and retain individuals qualified or trainable for positions by virtue of job related standards of education, training, experience and personal qualifications.

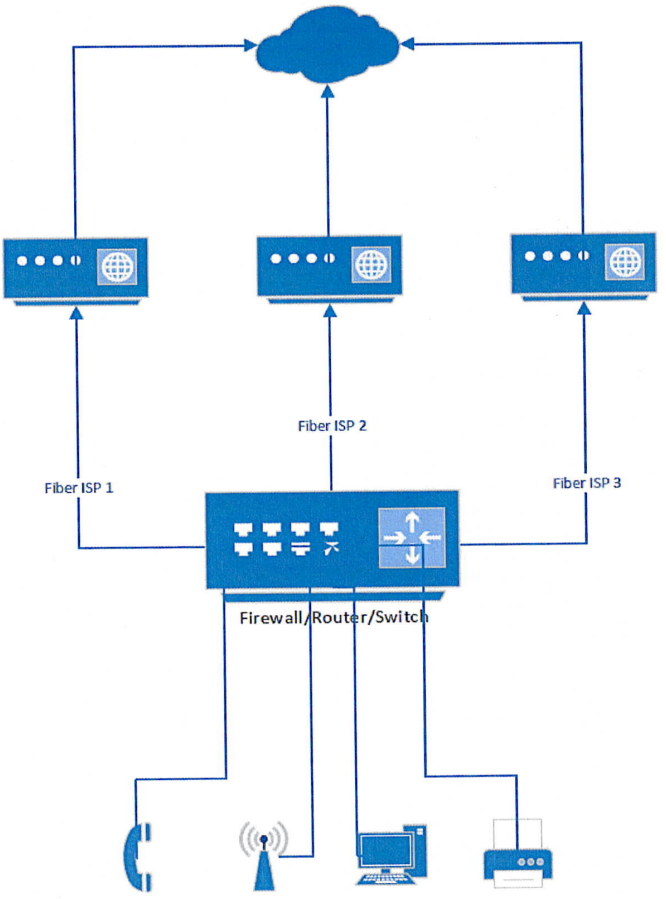
D. Business Continuity Plan

Our corporate office utilize multiple phone and Internet service providers to ensure 100% uptime and business continuity. All critical systems are configured at N+1 redundancy levels.

Generators on-site at our Corporate Headquarters handle the capacity of our entire facility and can operate for 12 days without fuel refill.

Our business continuity plans also include disaster preparedness and a readiness facility located in Hampstead, North Carolina.

All backup facilities and systems are configured to handle our full business volume.



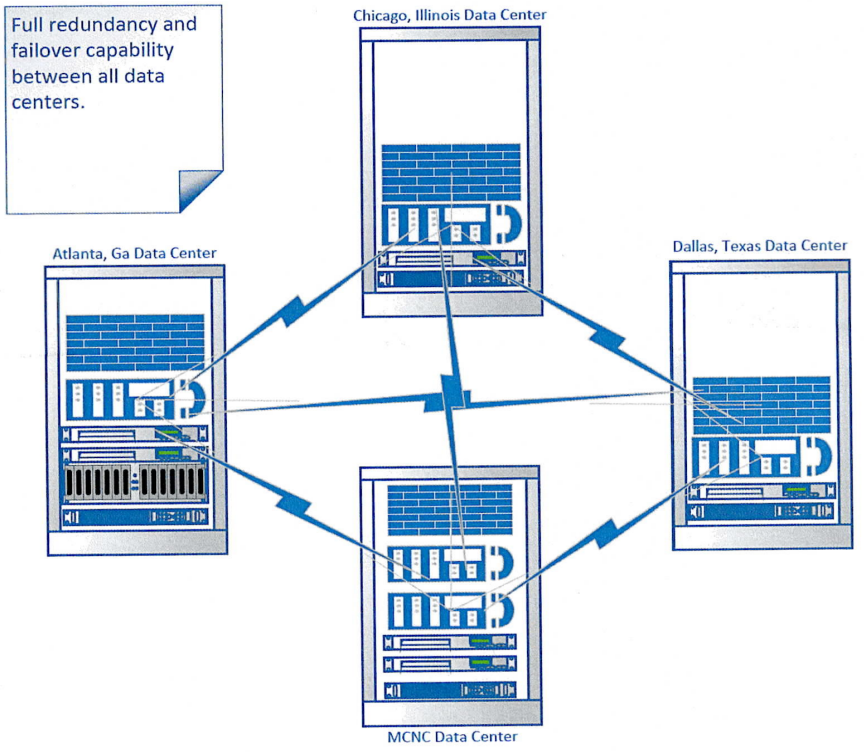
In addition to the N+1 redundancy levels for our corporate offices, our datacenters and voice platform are also are designed with N+1 redundancy levels.

Databases are replicated in real-time.

All critical systems are configured at N+1 redundancy levels.

Backups are performed on and off site nightly.

We use 256 bit SSL technology on our websites to encrypt session data.



Disaster Recovery

Our disaster recovery plan is tested annually prior to the start of hurricane season. We utilize two sites for disaster recovery (they are listed below). This includes relocating our entire operations from our primary site to our hot standby site (100 miles away) and back to our primary site within 36 hours.

The hot standby site is utilized as a working space, as needed, for our staff during the event of a disaster. All systems and platforms are run in our data centers are described above and our platform is not reliant on our primary corporate office in Hampstead or Clinton in order to be functional. The staff is able to work remotely at any location that has power and internet to service our platform and customer support SLAs.

In the event that evacuation is required we can relocate our entire operations, staff and IT infrastructure (including servers, call center systems and phones) to the Hot Standby Site within 12 hours and with zero downtime or interruption to our customers.

- Primary Site – Hampstead, NC
- Hot Standby Site – Clinton, NC

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Attachment E

TIPS References

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References

Today we provide VoIP service in 26 states across the US. Listed below are a few references in education and various industries we serve. We can provide additional references upon request.

Organization	Contact	Phone Number
Cumberland County Schools	Kevin Coleman kevincoleman@ccs.k12.nc.us	910-678-2549
Single Digits	Chris Shupe cshupe@singledigits.com	704-927-6094
Forsyth County Government	Gary Koontz gary@forsyth.cc	336-703-2543
Goshen Medical Service	Jason Pelletier jpelletier@goshenmed.com	910-935-0423
Smithfield Foods	Kevin Ryan kryan@smithfield.com	910-282-4132
Prestage Farms	Frank Powell fpowell@prestagefarms.com	910-596-5729
Pender County Schools	Chuck Allen charles_allen@pender.k12.nc.us	910-663-3560
Moore County Government	Chris Butts Cbutts@moorecountync.gov	910-947-7143
Rowan-Salisbury Schools	David Blattner david.blattner@rss.k12.nc.us	704-636-7500
Edgecombe County Government	Tabetha Summerlin Tabethasummerlin@edgecombeco.com	252-641-7838
Velocity Solutions	Ken Hemphill khemphill@myvelocity.com	954-847-5800
Robeson County Schools	Everette Teal everette.teal@robeson.k12.nc.us	910-671-2827
Carlie C's Grocery Stores	Rick Jones rick.jones@carliecs.com	910-892-4124
Lee County Schools	Rebecca Measamer rmeasamer@lee.k12.nc.us	919-774-6226
Columbus County Schools	Adam Sellers asellers@columbus.k12.nc.us	910-642-5168
Bladen County Schools	Jason Atkinson jbatkinson@bladen.k12.nc.us	910-862-4134
Robeson Community College	Dustin Long dulong@robeson.edu	910-272-3560
Tyrell County Schools	Audrey Curles acurles@tycomail.com	252-796-1121
Asheboro City Schools	Anthony Woodyard awoodyard@asheboro.k12.nc.us	336-625-5104
Sampson County Government	Chris Rayner crayner@sampsonnc.com	910-299-0971
Nash Community College	Jonathan Vester jvester@nashcc.edu	252-451-8364

Pender County RFP # 210706-200

Summary of Proposal Evaluations

The RFP, selection criteria and vendor evaluation tools were created in collaboration with Info~Tech Research Group and County staff including representation from IT, Purchasing, Management and multiple departments.

Costs	5 Year TCO	Year 1	Year 2	Years 3-5 each
True IP	$ 262,647	$ 83,916	$ 44,683	$ 44,683
True IP (lease)	$ 272,340	$ 60,992	$ 60,992	$ 60,992
MedTel	$ 428,160	$ 140,665	$ 71,874	$ 71,874
TRUE IP w/ screen recording	$ 440,855	$ 119,558	$ 80,324	$ 80,324
MedTel (lease)	$ 446,489	$ 89,298	$ 71,874	$ 71,874
TRUE IP w/ screen recording (lease)	$ 493,854	$ 96,633	$ 96,633	$ 96,633
NEC	$ 653,584	$ 140,352	$ 128,308	$ 128,308
Dial Pad	$ 681,038	$ 193,790	$ 121,812	$ 121,812
Ring Central	$ 722,082	$ 208,530	$ 128,388	$ 128,388
LogMeIn	$ 748,999	$ 136,235	$ 153,191	$ 153,191
Select Communcations	$ 748,999	$ 136,235	$ 153,191	$ 153,191
Vonage	$ 948,201	$ 212,613	$ 183,897	$ 183,897
Vonage (lease)	$ 964,846	$ 205,493	$ 189,838	$ 189,838
ATT	$ 1,053,933	$ 310,517	$ 185,854	$ 185,854
ATT (lease)	$ 1,057,198	$ 281,003	$ 194,049	$ 194,049
Internetwork Engineering	$ 1,092,441	$ 336,639	$ 188,951	$ 188,951
Internetwork Engineering (lease)	$ 1,092,441	$ 279,812	$ 203,157	$ 203,157
Windstream	$ 1,144,605	$ 249,474	$ 223,783	$ 223,783
Nextivia	$ 1,511,476	$ 384,872	$ 316,598	$ 270,002
Communications Square	$ 1,693,045	$ 548,917	$ 286,032	$ 286,032
IPC Tech	$ 1,896,708	$ 409,942	$ 371,692	$ 371,692

ROUND ONE:

The committee evaluated cost as well as 300 additional criteria submitted by the proposers in Excel workbook. Topics evaluated include: Proposed Infrastructure, Voicemail/Messaging, Interactive Voice Response (IVR), Call Handling, Call Center functionality, Reporting/Analytics, Quality Assurance, Paging, Self-Service Portal, Audio and Video Conference Calls, Call Recording, Disaster Recovery, Mobility and Remote Workers, Security, Data Transfer and Retention, Handset Features, Integration, Administration and Operation Support.
A short list was created and invited to demonstrate their solution: True IP, MedTel, NEC and Dial Pad.

ROUND TWO:

The committee evaluated presentations and discussed how the proposed solutions would best fit the criteria and requirements specified in the RFP. The committee selected True IP as the first choice to perform a Proof of Concept. Should the first experience be deficient or fail, another Proposer would be selected for the same.

ROUND THREE:

True IP's Proof of Concept met the Required Criteria and Performance Tests. The committee recommends True IP for the award of the UCaaS Contract.

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	December 6, 2021
SUBJECT:	Approval of Engineering Contract with McKim & Creed, Capital Project Ordinance & Resolution, Budget Amendment, and Associated Purchase Order for the US 421 Sewer Pump Station, Force Main, & Water Line Project

SUMMARY:
Following the Board's authorization on September 20th, PCU issued a Request for Qualifications for engineering services for the US 421 Sewer Pump Station, Force Main, & Water Line Project. We received 7 Statements of Qualification from the following firms: CDM Smith, Highfill, McGill, McKim & Creed, Wooten, WithersRavenel, and Wood. Five PCU staff members reviewed the SOQs and scored them based on a variety of parameters. McKim & Creed scored highest in the evaluation, they provided an excellent submittal for the project, and they were intimately familiar with the specific needs and the area of the project. Following selection, McKim & Creed provided a contract for consideration.

While not specifically noted in the RFQ, there is an urgent need to design (and construct) water services to the county-owned former BASF site adjacent to the water and wastewater plants and part of Pender Commerce Park. This work is related to the US 421 sewer project (extension of sewer in the area), and seems appropriate to also include in this engineering contract due to the urgency to connect this property to utilities services in anticipation of future development of the site. Therefore, PCU requested that McKim & Creed provide a contract that includes this work as well.

Two contracts are provided for the Board's consideration, but only one contract is requested to be approved. The first contract includes the water/sewer services to the former BASF property, and is recommended by PCU. The second alternative contract does not include these water/sewer services. If we proceed without the services included, then a separate RFQ will be prepared and distributed in December for that work. Separating the projects will result in a slight delay to the BASF water/sewer services extension.

Funds are available for this contract from the American Rescue Plan (ARP) funds allotted to Pender County. A Capital Project Ordinance is included to establish this as a capital project, as well as a budget ordinance amendment to transfer funds into the project account. Funding for construction of the project is to be determined at a later date, along with any authorization to proceed with construction.

ACTION REQUESTED:
Approve Engineering Contract with McKim & Creed (including BASF services), Capital Project Ordinance & Resolution, Budget Amendment, and Associated Purchase Order for the US 421 Sewer Pump Station, Force Main, & Water Line Project

ATTACHMENTS:
Engineering Contract with McKim & Creed (recommended by PCU)
ALTERNATE Engineering Contract that does NOT include BASF property water/sewer services
Capital Project Ordinance & Resolution
Budget Amendment Ordinance form
Evaluation Criteria and RFQ Selection Scoring Sheets
Statement of Qualifications for McKim & Creed

McKIM&CREED

ENGINEERS
SURVEYORS
PLANNERS

November 17, 2021 213191

Mr. Kenny P. Keel, PE, Director
Pender County Utilities & Solid Waste
605 E. Freemont Street
PO Box 995
Burgaw, NC 28425

RE: US 421 Pump Station, Force Main & Water Main Project
Pender Commerce Park Water & Sewer Main Extensions
Proposal for Engineering Services

Dear Mr. Keel:

We are pleased to present this proposal to provide design and permitting services for the US Highway 421 Pump Station, Force Main, and Water Main project. Our detailed proposal is as follows:

I. PROJECT UNDERSTANDING

The proposed project includes a new wastewater pump station, force main, and water main to be installed along US 421 and Blueberry Road in Pender County. The wastewater pump station is anticipated to be located at, or near, the intersection of Blueberry Road and US 421. The location of the station has not been determined and will be identified as part of the preliminary design process. The force main will convey through approximately 5 miles of force main to the Melinda K. Knoerzer treatment facility (WWTP) located at the Pender Commerce Park. Additionally, the project includes approximately 14,000 LF of 12-inch water main that will be installed along Blueberry Road from an existing 8-inch main on Riverland Drive to the existing 24-inch main on US 421, completing a hydraulic loop of the County's water system in this area.

Additionally, the scope of work will include an extension of water and wastewater utilities to serve the southern portion of the Pender Commerce Park (PCP). Approximately, 1,800 LF of 12-inch water main will be extended from Quality Way to Vitamin Drive. The new main will connect to the existing transmission main from the County's Water Treatment Plant at Quality way and terminate at Vitamin Drive with a stub-out for water service to the PCP and a future interconnection with CFPUA utilities along US 421. A new gravity sewer

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Wilmington, NC 28401

910.343.1048
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www.mckimcreed.com

main, approximately 1,600 LF in length, will also be designed from the existing WWTP influent pump station and running along the southwest border of the WWTP site extending to the undeveloped southern area of the PCP

The engineering services for this scope of work will include design and permitting. Professional services for bid and construction phase services will be added by amendment at a future date as determined by Pender County. Our detailed scope of services is provided as follows:

II. SCOPE OF SERVICES

McKim & Creed will provide design, easement assistance, surveying, and phase services for the referenced project. Specific tasks included in this scope of work are detailed as follows:

TASK 1 – ROUTING ANALYSIS & PUMP STATION EVALUATION

A preliminary routing analysis for the proposed water main and force main will be conducted under Task 1. Additionally, viable locations for the proposed pump station site will be evaluated. Specific tasks include:

- Evaluate record information and conduct a field visit to determine the most cost effective side of Blueberry Road to install the new water main. Per NCDOT requirements, the main will need to be installed within 5' off the existing right of way.
- Evaluate record information and conduct a field visit to determine the most cost effective route to install the new water main from Quality Way to Vitamin Drive. Per NCDOT requirements, the main will need to be installed within 5' off the existing right of way.
- Evaluate record information and conduct a field visit to determine the most cost effective route to install the new gravity sewer main from the influent pump station at the WWTP to the southern portion of the PCP. We will utilize existing record data and available topography to the extent possible for the design of this gravity sewer main.
- Evaluate record information and conduct a field visit to determine the most cost effective side of US 421 to install the new force main. It is noted that the existing water main leaving the County's Water Treatment Plant (WTP) is located on the west right of way of US 421. We anticipate an initial approach to utilize the eastern right of way. Portions of US 421 appear to be Controlled Access and will be evaluated with NCDOT for feasibility of construction within the right of way.
- Consult with NCDOT early in the routing evaluations to determine constraints or drivers that will impact the route of each main.

- Prepare a preliminary routing map utilizing available aerial photography and GIS records for discussion with the County and NCDOT.
- Coordinate with the County and appropriate development interests for potential locations of the proposed wastewater pump station.
- Evaluate the discharge location for the new force main. Preliminary options to consider will include:
    - Pender Commerce Park Sanitary Sewer System
    - WWTP Influent Pump Station
    - WWTP Headworks
- Evaluate pump station capacity for initial and future sizing to include: Wetwell sizing
    - Screening, Odor Control Requirements
    - Force Main Sizing
    - Initial & Future Pumping Capacity
    - Electrical Component Sizing

McKim & Creed will provide a draft Technical Memorandum that will be utilized as the Basis for Design of the project. Review comments received by Pender County staff will be incorporated and the document finalized prior to project design efforts.

TASK 2 – 30% PRELIMINARY DESIGN

Based on the recommendations of the Technical Memorandum complete under Task 1 of this proposal, Preliminary Design will include the following tasks:

Geotechnical Investigation

- The scope of work includes seven (7) soil borings for field exploration as follows. Note that if additional soil borings are required, the fee identified under *Task 5 Unallocated Project Budget* will be utilized for the additional soil borings upon authorization by the County:
    - One (1) boring, to a depth on the order of 40 feet below existing grades, at the proposed new pump station.
    - Two (2) borings for trenchless crossing at US 421 and Blueberry Road.
    - Two (2) borings for trenchless crossing at US 421 and Quality Way
    - Two (2) borings for trenchless crossing under Mill Creek along US

  For the sewer extension at the WWTP, McKim & Creed will utilize previous geotechnical information obtained during design of the plant. We anticipate this will be sufficient for design and construction of the gravity sewer main.

- Geotechnical report of findings and recommendations including:
  - Observations from site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
  - A review of the published geologic conditions and their relevance to your planned development.
  - Soil parameters to aid in shoring design for directional drilling.
  - Foundation recommendations including an allowable bearing pressure and settlement estimates for a shallow spread footing for the proposed pump station. Soil bearing capacity for the gravity sewer and force main.
  - Recommendations for general site and subgrade preparation for structure areas.
  - A subsurface characterization and a description of the field exploration performed including the depth of rock, in encountered. Ground water concerns relative to the planned construction, if any, will be summarized.
  - Final logs of the soil borings and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs or included on a separate test report sheet.
  - Evaluate the suitability of on-site soils for reuse as structural fill.
  - Note the ground water impact for the site
  - Provide compaction requirements for engineered fill.
  - If necessary, recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

<u>Wetland Delineation</u>

- Field delineation of jurisdictional wetlands/waters of the U.S. as follows:
  - The eastern right of way of US 421 from Quality Way to Blueberry Road
  - The southern right of way of Blueberry Road from US 421 to Riverland Drive
  - The western right of way of US 421 from Quality Way to Vitamin Drive
  - 40’ wide corridor for the proposed gravity sewer main to serve the southern portions of the PCP. McKim & Creed previously collected survey in the park area and will utilize that survey to the extent possible. Surveys for this segment will be conducted as

needed to fill in missing areas and supplement prior survey work completed.

- Collect upland and wetland site data for use in USACE data package
- Preparation of upland/wetland sketch depicting approximate limits of flagged wetlands/waters.
- Hold on-site meeting to review flagged wetlands with USACE

Topographical and Wetland Survey

- Provide topographic mapping along the force main route as follows:
  - 40′ wide corridor along the eastern right of way adjacent to the existing right of way fence, from Quality Way to Blueberry Road.
  - 40′ wide corridor along the western right of way from Quality Way to Vitamin Drive.
  - 40′ wide corridor for the proposed gravity sewer main to serve the southern portions of the PCP. McKim & Creed previously collected survey in the park area and will utilize that survey to the extent possible. Surveys for this segment will be conducted as needed to fill in missing areas and supplement prior survey work completed.
  - Edge of Pavement to right of way along the southern right of way of Blueberry Road from US 421 to Riverland Drive.
  - This scope of work assumes that the new force main will be routed along Quality Way and previous topo data gathered by McKim & Creed will be utilized for this portion.
- Locate wetland flags along the force main and water main routes
- Perform a topographic survey of a 50′ x 50′ pump station site. It is assumed that the site will be located at the Blueberry Road and US 421 intersection. If the final location of pump station changes substantially additional survey may be required to accommodate the final site.

Subsurface Utility Engineering (SUE)

- Perform SUE Level B including electromagnetic (EM) and ground penetrating radar (GPR) designating to map existing underground utilities concurrent with the survey routes identified above.
- SUE Level A – This scope of work includes twenty-five (25) vacuum test holes at accessible locations to expose target utilities (to be determined after SUE Level B data is processed). Note that if additional SUE Level A vacuum test holes are required, the fee identified under *Task 5 Unallocated Project Budget* will be utilized for the additional test holes upon authorization by the County:

Pump Station & Force Main Design & Sizing

- Based on the final location of the pump station and force main routing, design parameters and associated hydraulic calculations will be performed to determine the following:
    - Pump station wetwell, valve vault, and pipe sizing – peaking factors, equipment, and space constraints will be evaluated to determine the required wetwell size.
    - Pump motor HP sizing – motor sizing will be evaluated and based on initial and/or future conditions based on the findings of the Technical Memorandum in Task 1.
    - Generator and electrical sizing – the size of electrical components, including starters, VFD's, generators, etc. will be evaluated and determined.
    - Screening/Odor Control Sizing – if odor control and/or screening is required, the proposed equipment and sizing will be evaluated and determined.
    - A proposed site layout will be provided for the new pump station site.

Water Main and Gravity Sewer Main Design

- The proposed water mains for the project are anticipated to be 12-inch in diameter. We will conduct hydraulic modeling and calculations as required to confirm normal, peak, and fire flow demands inclusive of residual pressures for inclusion in the Public Water Supply Permit Engineering Report.
- McKim & Creed will coordinate with Pender County to determine the appropriate size of the gravity sewer main. It is anticipated the main will be 8-inch diameter, however, this will be confirmed as part of Task 1 outlined in this proposal.

Preliminary Design Deliverables and Tasks

- Preliminary design deliverables will include 30% design drawings for submittal to Pender County.
- The 30% design drawings will include horizontal survey information and horizontal route for the proposed force main, water main, and gravity sewer main. Profile will not be included as part of the 30% design drawings.
- The 30% design drawings will include planimetric site configuration drawings for the proposed Pump Station site. Detailed design or sectional views of the pump station will not be included at the 30% submittal stage.

- Easements will be identified for the force main and gravity sewer route.
- Technical specifications will not be included as part of the 30% design drawings.
- 30% design drawings will be submitted to Pender County for review and comment.
- Meet with County staff to review recommendations and obtain comments. Incorporate County staff comments as required.

TASK 3 – 60%, 90% AND FINAL DESIGN PHASES

Upon completion of *Task 2- Preliminary Design*, the final design phase will be accomplished. It is anticipated that final design will include a 60%, 90%, and a final submittal to Pender County staff. Specific tasks for final design include:

Force Main, Water Main, and Gravity Sewer Main Design

- Prepare 60%, 90%, and final design documents and specifications for compliance with current Pender County standards. Corresponding profiles will be developed for the pipeline route. Construction plans will be prepared at 1″ = 50′ scale (horizontal) and 1″ = 5′ (vertical) on 24″ x 36″ media. Note that aerial photography may be used as a background for plan and profile documents.
- Prepare 60%, 90%, and final technical specifications based on current level of project design. Technical specifications at 60% will include a Table of Contents and general technical specifications. Detailed edits of specifications will not be included at the 60% submittal milestone. 90% and final technical specifications will be edited for the proposed project.
- Incorporate Pender County "front-end" documents as part of 60%, 90%, and final technical specifications. Review County supplied front-end documents and edit McKim & Creed technical specifications for consistency and conformance.
- Compile quantity take-off and prepare construction cost estimate of the approved final design submittal.

Pump Station Design

- Provide detailed design of the proposed Pump Station to include electrical, mechanical, telemetry, site work, piping, and miscellaneous components. Note that it is assumed that pre-cast concrete structures will be utilized for the wet well and valve vault, therefore structural design for these components are not included in this scope of work. The design of the pump station improvements will specifically include the following components:

  - Pre-Cast components for wet well and valve vault.
  - Two (2) new submersible pumps (sizing to be verified during preliminary design phase).
  - Two (2) Variable frequency drives, one dedicated to each pump.
  - New electrical service.
  - Sizing and design specification for new permanent stand-by generator.
  - Structural design for new generator concrete pad.
  - Influent screen (if desired by Pender County
  - Odor control (if desired by Pender County)
  - Telemetry / Controls compatible with Pender County standards.

- Construction Plans will be prepared at a scale appropriate to provide necessary details for permitting and construction. Note that aerial photography may be used as a background for pump station site plan documents.
- Conduct design review conference with County staff at the 60% and 90% design submittals.
- Incorporate design review comments in contract documents and specifications.
- Compile quantity take-off for project. Prepare preliminary bid form with unit items and measurement of payment.
- Finalize construction contract documents and submit 100% County staff for review.
- Provide opinion of probable construction cost of the final design documents prior to bid and award.
- Meet with Pender County staff at 60%, 90%, and final design to review recommendations and obtain comments. Incorporate comments as required.

<u>Easement Survey Mapping and Preparation</u>

- This scope of work includes easement surveys for five (5) parcels based on preliminary water main and force main routes. McKim & Creed will prepare on plats and legal descriptions for each parcel for recordation by the County. It is assumed that the easements will be 20′ and/or 30′ with a 10′ temporary construction easement.
- Prepare map and legal description of proposed pump station site suitable for recordation and fee simple acquisition.
- Note that if additional easements are required, the fee identified under *Task 5 Unallocated Project Budget* will be utilized for the additional easements upon authorization by the County.

Final Design Deliverables and Tasks

- Final design deliverables will include 60%, 90% and final design documents for submittal to Pender County.
- Final easement mapping for easements or land acquisition.
- Meet with Pender County staff to review recommendations and obtain comments. Incorporate comments as required.

TASK 4 – PERMITTING

McKim & Creed will prepare and submit the following permits (as applicable) for the project:

- NCDOT Right of Way Encroachment Permit
- NCDOT Controlled Access Encroachment Permit
- NCDEQ Public Water Supply Permit
- NCDEQ Fast Track Sewer Permit (Pump Station)
- NCDEQ Fast Track Sewer Permit (Gravity Sewer Main Extension)
- NCDEQ Erosion & Sedimentation Control Permit.
- NCDEQ Storm Water Management Permit (exemption anticipated)
- US Army Corps of Engineers – Wetlands Permit
- NCDEQ-DWQ – Wetlands Permit
- CAMA General Permit

The following assumptions and provisions are provided with respect to permit submittals:

1) The cost of permits will be included as part of the scope and fee provided in this proposal.
2) Based on preliminary review of the proposed pump station and standby generator requirements, a NCDEQ Air Quality permit is not anticipated and is not included in this scope of work.
3) The NCDOT encroachment permit and other permits (as applicable) may be submitted prior to final design with Pender County concurrence to expedite the project schedule.

TASK 5 – UNALLOCATED PROJECT BUDGET

Task 5 will be set aside as unallocated project budget to provide for changes in the scope of work. McKim & Creed will not utilize or expend effort on Task 5 without prior development of a scope, schedule, and fee estimate for the change in scope, and written authorization from the County.

III. Anticipated Schedule

Upon executed Authorization to Proceed, we will complete the proposed Scope of Work per the following anticipated schedule:

• Routing Analysis & PS Evaluation	45 Calendar Days
• Preliminary Design Phase	90 Calendar Days
• Final Design Phase	115 Calendar Days
• Permit Review	90 Calendar Days
Total Estimate Timeline	**340 Calendar Days (11.5 Months)**

1) *Note that schedule provided is approximate and may vary upon Owner review and regulatory approval.*

IV. Fee Compensation

McKim & Creed, Inc. will perform the services outlined in the Scope of Work detailed above for the fixed fee amounts as indicated below:

Item	Fee
Task 1: Routing Analysis & Pump Station Evaluation	$17,300
Task 2: 30% Preliminary Design Phase	$113,000
Task 3: 60%, 90%, and Final Design Phases	$397,000
Task 4: Permitting Phase	$17,900
Task 5: Unallocated Project Budget	$50,000
Total Fee (Tasks 1-5)	**$595,200**

V. Project Assumptions and Owner Responsibilities

The following represents assumptions for the project and Owner responsibilities which shall be incorporated as part of this proposed scope of work:

1. All communication and correspondence for this project will be through the Pender County, who may be referred to in this proposal as "Owner."
2. Owner shall pay all fees for permits, easement and property recordation.
3. Owner shall provide full, unconditional and unlimited access to property without additional permit or access agreements, for the purposes of site investigations.
4. The Owner will provide copies of all documents, tests, reports, modeling, or other miscellaneous information as required to facilitate completion of the project scope.
5. McKim & Creed will utilize Pender County "front- end" specifications and will supply additional technical specifications as required to fit the

project scope. Review for conformity and conflicts between County documents and McKim & Creed documents are included as part of this proposed scope of work.

6. McKim & Creed will utilize Pender County standard details (as available) and will supplement those details with McKim & Creed generated details as required for the project scope as outline in this proposal.
7. The attached "McKim & Creed, Inc. General Conditions (07/2016-1)" are hereby incorporated as part of this proposal.

VI. Additional Services (Not Included)

The Professional Services stated herein above do not include the costs of, but can be provided if requested, pursuant to the enclosed 2020 Hourly Rate Schedule.

- Funding Coordination
- Environmental Assessment
- Bid & Award Phase Services
- Construction Administration and Construction Observation Services
- CAMA Major Permitting.
- Special Inspections.
- Condition assessment of existing pump stations, force mains, or associated equipment, appurtenances, miscellaneous items related to the existing system that will be impacted by implementation of the proposed project.
- Structural design of wetwell, dry-pit, or valve vault for the proposed Pump Station.
- Permit fees or fees for recordation of easement or fee simple mapping.
- NCDOT Right of Way Mapping or detailed research to verify existing rights of way along NCDOT routes.
- Attendance at meetings or responses from review of the project design by outside consultants or other entities except for Pender County staff.
- Field drawdowns or testing of existing wastewater pump stations.
- Court appearances for expert witness.
- Design of demolition or abandonment of existing facilities
- Off-site drainage improvements.
- Environmental Impact Statements, or surveys for endangered species.
- Redesigns of facilities after approval of final plans; or
- Court appearances for litigation, or preparation for the same
- Subsurface Utility Engineering (horizontal location of existing utilities) not specifically described above.
- CSX or other Railroad encroachment permits, fees, or license agreements.

Mr. Kenny P. Keel, PE, Director
November 17, 2021

We appreciate the opportunity to provide these services and look forward to our continuing work with Pender County. If you have any questions or require clarification, please do not hesitate to contact me.

Sincerely,
McKIM & CREED, Inc.

Tony Boahn, P.E.
Vice-President & Regional Director

Enclosures: McKim & Creed, Inc. General Conditions (07/2016-1)

I hereby authorize McKim & Creed, Inc. to proceed with the work described above.

PENDER COUNTY

By: _____ Date: _____
George R. Brown

Title: Chairman, Pender County Board of Commissioners

E-Verify Requirement. As a condition of payment for services rendered under this agreement, Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (requirement that employers use E-Verify). Further, if Engineer provides the services to the Client utilizing a subcontractor, Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Engineer shall verify by affidavit compliance with the terms of this section upon request of Client.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2021

_____
Finance Officer, Pender County

McKIM&CREED

McKim & Creed, Inc.
Engineering Division
General Conditions
(07/2016-1)

Billing and Payment. Invoices will be submitted by McKim & Creed, Inc. (the "Engineer") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Engineer for Client, the Engineer may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Engineer shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

d) Termination Of Services. The failure of the Client to make payment to the Engineer in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Engineer, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Engineer's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Engineer.

Confidentiality. The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Engineer pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Engineer.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Engineer, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Engineer shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Engineer's compensation for any reason.

Opinions of Cost.

(a) Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Engineer shall have no liability whatsoever if the actual cost differs from the Engineers estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer; and the Client releases and shall indemnify and hold the Engineer harmless from all claims,

damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

Liability. The Engineer is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to compensate the Client for loss, damage, injury or liability arising directly ~~and exclusively~~ from the negligent acts or omissions of the Engineer, its employees, agent, subcontractors and their employees and agents. ~~but only to the extent that the same is actually covered and paid under the foregoing policies of insurance~~. If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense. The Client shall provide prompt written notice to the Consultant if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.

Limitation of Liability. In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE ENGINEER HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of any and all design defects, errors, omissions, and professional negligence shall be limited to doube the Engineer's fee for this project. ~~to $50,000 or the amount of Engineer's fee for this project, whichever is greater~~. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability of double the Engineer's fee for this project ~~$50,000 or the amount of Engineer's fee for this project~~ is a specifically bargained-for provision of this agreement, reflected in Engineer's fee. The Engineer shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Engineer. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Limitation of Liability for Construction Staking. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraphs (Liability), (Limitation of Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of or related to construction staking shall be limited to double the amount of the Engineer's fee for this project. ~~which amount shall be less than $50,000, or the amount of the Engineer's fee for this project, whichever is greater~~. The limitation of liability for construction staking is a specifically bargained-for provision of this agreement, reflected in Engineer's fee.

_____

_____
Client initials

~~**Expenses of Litigation.** In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to the defense of such litigation by the Engineer's employees.~~

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Pender, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Engineer and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto. Engineer acknowledges this Agreement is subject to Public Records Law.

Photographs. Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Engineer shall maintain copies of printed project documentation for a period of three years from substantial completion of Engineer's services. Engineer shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Engineer's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Engineer's prevailing hourly rates at the time of the request, plus expenses.

Betterment. If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Engineer from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Engineer agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with the Engineer's delivery of electronic files.

Certifications, Guarantees and Warranties. The Engineer shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions which the Engineer cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Engineer or the payment of any amounts due to the Engineer in any way contingent upon the Engineer's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer, a North Carolina corporation, and not against any of the Engineer's employees, shareholders, officers or directors.

Extension Of Protection. The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to the Engineer to those individuals and entities the Engineer retains for performance of the services under this Agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Engineer's services and the Engineer assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Engineer shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Engineer, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of the Engineer in writing by the Contractor and approved by the Engineer. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Engineer to specify any product or material, after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer. The Client further agrees that if any product or material specified for this project by the Engineer shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Engineer from any and all liabilities and waives all claims against the Engineer relating thereto.

Standard Of Care. Services provided by the Engineer under this Agreement will be performed in a manner consistent with that

degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Engineer shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client releases the Engineer from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Engineer to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Engineer agrees to perform additional services hereunder, the Client and the Engineer shall negotiate and agree upon an additional fee to be paid to the Engineer for completion of the agreed upon Additional Services. The Engineer will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Engineer.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Engineer's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Engineer in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Engineer for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

~~**Indemnity.** The Client shall and hereby agrees to indemnify and hold harmless the Engineer from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Engineer to the Client; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Engineer.~~

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Engineer on the due date or fails to make any other payment due to the Engineer under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Engineer hereunder do not include construction observation and/or construction administration services, or if such services are included in Engineers contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Engineer assumes no responsibility for interpretations of the Engineer's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Engineer for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Engineer's Work by others.

Unless, in the Engineer's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Engineer, Engineer will not

be responsible to provide any engineering or other certifications related to the construction or installation of any improvements.

Reliance on Data Provided by Others. Engineer shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Engineer shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Engineer responsible for errors or omissions in Engineer's work that are directly attributable to errors or incorrect data provided to Engineer by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Engineer resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Engineer Retaining Consultants. In the event that Engineer is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Engineer harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event that Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Engineer, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Engineer arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Engineer agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreement with the Engineer to the Client.

Credit and Financial Obligations. Prior to commencement of the work, Engineer may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Engineer may also require such information at any time during the performance of Engineer's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Engineer identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Engineer and Engineer shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Engineer will be billed with a 15% markup. Company vehicle mileage and internal reproduction costs will be billed at the Engineer's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Engineer will be billed at the prevailing IRS mileage rate in effect at the time of travel. These provisions of this paragraph are not applicable to Lump Sum fees.

SUE Technical Standards. Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Engineer provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Engineer will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Engineer provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing Engineer's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Engineer are not to be used for construction purposes.

ALTERNATE CONTRACT WITHOUT BASF W/S SERVICES

McKIM&CREED

ENGINEERS
SURVEYORS
PLANNERS

November 17, 2021 213191

Mr. Kenny P. Keel, PE, Director
Pender County Utilities & Solid Waste
605 E. Freemont Street
PO Box 995
Burgaw, NC 28425

RE: US 421 Pump Station, Force Main & Water Main Project
Proposal for Engineering Services

Dear Mr. Keel:

We are pleased to present this proposal to provide design and permitting phase services for the US Highway 421 Pump Station, Force Main, and Water Main project. Our detailed proposal is as follows:

I. PROJECT UNDERSTANDING

The proposed project includes a new wastewater pump station, force main, and water main to be installed along US 421 and Blueberry Road in Pender County. The wastewater pump station is anticipated to be located at, or near, the intersection of Blueberry Road and US 421. The location of the station has not been determined and will be identified as part of the preliminary design process. The force main will convey through approximately 5 miles of force main to the Melinda K. Knoerzer treatment facility (WWTP) located at the Pender Commerce Park. Additionally, the project includes approximately 14,000 LF of 12-inch water main that will be installed along Blueberry Road from an existing 8-inch main on Riverland Drive to the existing 24-inch main on US 421, completing a hydraulic loop of the County's water system in this area. The engineering services for this scope of work will include design and permitting. Professional services for bid and construction phase services will be added by amendment at a future date as determined by Pender County. Our detailed scope of services is provided as follows:

243 North Front Street
Wilmington, NC 28401

910.343.1048
Fax 910.251.8282
www.mckimcreed.com

SCOPE OF SERVICES

McKim & Creed will provide design, easement assistance, surveying, and permitting phase services for the referenced project. Specific tasks included in this scope of work are detailed as follows:

TASK 1 – ROUTING ANALYSIS & PUMP STATION EVALUATION

A preliminary routing analysis for the proposed water main and force main will be conducted under Task 1. Additionally, viable locations for the proposed pump station site will be evaluated. Specific tasks include:

- Evaluate record information and conduct a field visit to determine the most cost effective side of Blueberry Road to install the new water main. Per NCDOT requirements, the main will need to be installed within 5' off the existing right of way.
- Evaluate record information and conduct a field visit to determine the most cost effective side of US 421 to install the new force main. It is noted that the existing water main leaving the County's Water Treatment Plant (WTP) is located on the west right of way of US 421. We anticipate an initial approach to utilize the eastern right of way. Portions of US 421 appear to be Controlled Access and will be evaluated with NCDOT for feasibility of construction within the right of way.
- Consult with NCDOT early in the routing evaluations to determine constraints or drivers that will impact the route of each main.
- Prepare a preliminary routing map utilizing available aerial photography and GIS records for discussion with the County and NCDOT.
- Coordinate with the County and appropriate development interests for potential locations of the proposed wastewater pump station.
- Evaluate the discharge location for the new force main. Preliminary options to consider will include:
    - Pender Commerce Park Sanitary Sewer System
    - WWTP Influent Pump Station
    - WWTP Headworks
- Evaluate pump station capacity for initial and future sizing to include: Wetwell sizing
    - Screening, Odor Control Requirements
    - Force Main Sizing
    - Initial & Future Pumping Capacity
    - Electrical Component Sizing

McKim & Creed will provide a draft Technical Memorandum that will be utilized as the Basis for Design of the project. Review comments received by

Pender County staff will be incorporated and the document finalized prior to project design efforts.

TASK 2 – 30% PRELIMINARY DESIGN

Based on the recommendations of the Technical Memorandum complete under Task 1 of this proposal, Preliminary Design will include the following tasks:

Geotechnical Investigation

- The scope of work includes seven (7) soil borings for field exploration as follows. Note that if additional soil borings are required, the fee identified under *Task 5 Unallocated Project Budget* will be utilized for the additional soil borings upon authorization by the County:
    - One (1) boring, to a depth on the order of 40 feet below existing grades, at the proposed new pump station.
    - Two (2) borings for trenchless crossing at US 421 and Blueberry Road.
    - Two (2) borings for trenchless crossing at US 421 and Quality Way
    - Two (2) borings for trenchless crossing under Mill Creek along US
- Geotechnical report of findings and recommendations including:
    - Observations from site reconnaissance including current site conditions, surface drainage features, and surface topographic conditions.
    - A review of the published geologic conditions and their relevance to your planned development.
    - Soil parameters to aid in shoring design for directional drilling.
    - Foundation recommendations including an allowable bearing pressure and settlement estimates for a shallow spread footing for the proposed pump station. Soil bearing capacity for the gravity sewer and force main.
    - Recommendations for general site and subgrade preparation for structure areas.
    - A subsurface characterization and a description of the field exploration performed including the depth of rock, in encountered. Ground water concerns relative to the planned construction, if any, will be summarized.
    - Final logs of the soil borings and records of the field exploration prepared in accordance with the standard practice for geotechnical engineering. A boring location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs or included on a separate test report sheet.
    - Evaluate the suitability of on-site soils for reuse as structural fill.

- Note the ground water impact for the site
- Provide compaction requirements for engineered fill.
- If necessary, recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

Wetland Delineation

- Field delineation of jurisdictional wetlands/waters of the U.S. as follows:
  - The eastern right of way of US 421 from Quality Way to Blueberry Road
  - The southern right of way of Blueberry Road from US 421 to Riverland Drive
- Collect upland and wetland site data for use in USACE data package
- Preparation of upland/wetland sketch depicting approximate limits of flagged wetlands/waters.
- Hold on-site meeting to review flagged wetlands with USACE

Topographical and Wetland Survey

- Provide topographic mapping along the force main route as follows:
  - 40' wide corridor along the eastern right of way adjacent to the existing right of way fence, from Quality Way to Blueberry Road.
  - Edge of Pavement to right of way along the southern right of way of Blueberry Road from US 421 to Riverland Drive.
  - This scope of work assumes that the new force main will be routed along Quality Way and previous topo data gathered by McKim & Creed will be utilized for this portion.
- Locate wetland flags along the force main and water main routes
- Perform a topographic survey of a 50' x 50' pump station site. It is assumed that the site will be located at the Blueberry Road and US 421 intersection. If the final location of pump station changes substantially additional survey may be required to accommodate the final site.

Subsurface Utility Engineering (SUE)

- Perform SUE Level B including electromagnetic (EM) and ground penetrating radar (GPR) designating to map existing underground utilities concurrent with the survey routes identified above.
- SUE Level A – This scope of work includes twenty (20) vacuum test holes at accessible locations to expose target utilities (to be determined after SUE Level B data is processed). Note that if additional SUE Level A vacuum test holes are required, the fee identified under *Task 5 Unallocated*

Project Budget will be utilized for the additional test holes upon authorization by the County:

Pump Station & Force Main Design & Sizing

- Based on the final location of the pump station and force main routing, design parameters and associated hydraulic calculations will be performed to determine the following:
    - Pump station wetwell, valve vault, and pipe sizing – peaking factors, equipment, and space constraints will be evaluated to determine the required wetwell size.
    - Pump motor HP sizing – motor sizing will be evaluated and based on initial and/or future conditions based on the findings of the Technical Memorandum in Task 1.
    - Generator and electrical sizing – the size of electrical components, including starters, VFD's, generators, etc. will be evaluated and determined.
    - Screening/Odor Control Sizing – if odor control and/or screening is required, the proposed equipment and sizing will be evaluated and determined.
    - A proposed site layout will be provided for the new pump station site.

Preliminary Design Deliverables and Tasks

- Preliminary design deliverables will include 30% design drawings for submittal to Pender County.
- The 30% design drawings will include horizontal survey information and horizontal route for the proposed force main and water main. Profile will not be included as part of the 30% design drawings.
- The 30% design drawings will include planimetric site configuration drawings for the proposed Pump Station site. Detailed design or sectional views of the pump station will not be included at the 30% submittal stage.
- Easements will be identified for the force main and gravity sewer route.
- Technical specifications will not be included as part of the 30% design drawings.
- 30% design drawings will be submitted to Pender County for review and comment.
- Meet with County staff to review recommendations and obtain comments. Incorporate County staff comments as required.

TASK 3 – 60%, 90% AND FINAL DESIGN PHASES

Upon completion of *Task 2- Preliminary Design*, the final design phase will be accomplished. It is anticipated that final design will include a 60%, 90%, and a final submittal to Pender County staff. Specific tasks for final design include:

Force Main and Water Main Design

- Prepare 60%, 90%, and final design documents and specifications for compliance with current Pender County standards. Corresponding profiles will be developed for the pipeline route. Construction plans will be prepared at 1″ = 50′ scale (horizontal) and 1″ = 5′ (vertical) on 24″ x 36″ media. Note that aerial photography may be used as a background for plan and profile documents.
- Prepare 60%, 90%, and final technical specifications based on current level of project design. Technical specifications at 60% will include a Table of Contents and general technical specifications. Detailed edits of specifications will not be included at the 60% submittal milestone. 90% and final technical specifications will be edited for the proposed project.
- Incorporate Pender County "front-end" documents as part of 60%, 90%, and final technical specifications. Review County supplied front-end documents and edit McKim & Creed technical specifications for consistency and conformance.
- Compile quantity take-off and prepare construction cost estimate of the approved final design submittal.

Pump Station Design

- Provide detailed design of the proposed Pump Station to include electrical, mechanical, telemetry, site work, piping, and miscellaneous components. Note that it is assumed that pre-cast concrete structures will be utilized for the wet well and valve vault, therefore structural design for these components are not included in this scope of work. The design of the pump station improvements will specifically include the following components:

    - Pre-Cast components for wet well and valve vault.
    - Two (2) new submersible pumps (sizing to be verified during preliminary design phase).
    - Two (2) Variable frequency drives, one dedicated to each pump.
    - New electrical service.
    - Sizing and design specification for new permanent stand-by generator.
    - Structural design for new generator concrete pad.

  - Influent screen (if desired by Pender County
  - Odor control (if desired by Pender County)
  - Telemetry / Controls compatible with Pender County standards.

- Construction Plans will be prepared at a scale appropriate to provide necessary details for permitting and construction. Note that aerial photography may be used as a background for pump station site plan documents.
- Conduct design review conference with County staff at the 60% and 90% design submittals.
- Incorporate design review comments in contract documents and specifications.
- Compile quantity take-off for project. Prepare preliminary bid form with unit items and measurement of payment.
- Finalize construction contract documents and submit 100% County staff for review.
- Provide opinion of probable construction cost of the final design documents prior to bid and award.
- Meet with Pender County staff at 60%, 90%, and final design to review recommendations and obtain comments. Incorporate comments as required.

<u>Easement Survey Mapping and Preparation</u>

- This scope of work includes easement surveys for five (5) parcels based on preliminary water main and force main routes. McKim & Creed will prepare on plats and legal descriptions for each parcel for recordation by the County. It is assumed that the easements will be 20′ and/or 30′ with a 10′ temporary construction easement.
- Prepare map and legal description of proposed pump station site suitable for recordation and fee simple acquisition.
- Note that if additional easements are required, the fee identified under *Task 5 Unallocated Project Budget* will be utilized for the additional easements upon authorization by the County.

<u>Final Design Deliverables and Tasks</u>

- Final design deliverables will include 60%, 90% and final design documents for submittal to Pender County.
- Final easement mapping for easements or land acquisition.
- Meet with Pender County staff to review recommendations and obtain comments. Incorporate comments as required.

TASK 4 – PERMITTING

McKim & Creed will prepare and submit the following permits (as applicable) for the project:

- NCDOT Right of Way Encroachment Permit
- NCDOT Controlled Access Encroachment Permit
- NCDEQ Public Water Supply Permit
- NCDEQ Fast Track Sewer Permit
- NCDEQ Erosion & Sedimentation Control Permit.
- NCDEQ Storm Water Management Permit (exemption anticipated)
- US Army Corps of Engineers – Wetlands Permit
- NCDEQ-DWQ – Wetlands Permit
- CAMA General Permit

The following assumptions and provisions are provided with respect to permit submittals:

1) The cost of permits will be included as part of the scope and fee provided in this proposal.
2) Based on preliminary review of the proposed pump station and standby generator requirements, a NCDEQ Air Quality permit is not anticipated and is not included in this scope of work.
3) The NCDOT encroachment permit and other permits (as applicable) may be submitted prior to final design with Pender County concurrence to expedite the project schedule.

TASK 5 – UNALLOCATED PROJECT BUDGET

Task 5 will be set aside as unallocated project budget to provide for changes in the scope of work. McKim & Creed will not utilize or expend effort on Task 5 without prior development of a scope, schedule, and fee estimate for the change in scope, and written authorization from the County.

III. Anticipated Schedule

Upon executed Authorization to Proceed, we will complete the proposed Scope of Work per the following anticipated schedule:

- Routing Analysis & PS Evaluation 45 Calendar Days
- Preliminary Design Phase 75 Calendar Days
- Final Design Phase 90 Calendar Days
- Permit Review 90 Calendar Days

- Bid Phase 60 Calendar Days
- Construction Phase 365 Calendar Days

Total Estimate Timeline **725 Calendar Days (24 Months)**

1) *Note that schedule provided is approximate and may vary upon Owner review and regulatory approval.*

IV. Fee Compensation

McKim & Creed, Inc. will perform the services outlined in the Scope of Work detailed above for the fixed fee amounts as indicated below:

Item	Fee
Task 1: Routing Analysis & Pump Station Evaluation	$14,400
Task 2: 30% Preliminary Design Phase	$98,300
Task 3: 60%, 90%, and Final Design Phases	$344,600
Task 4: Permitting Phase	$13,900
Task 5: Unallocated Project Budget	$50,000
Total Fee (Tasks 1-5)	**$521,200**

V. Project Assumptions and Owner Responsibilities

The following represents assumptions for the project and Owner responsibilities which shall be incorporated as part of this proposed scope of work:

1. All communication and correspondence for this project will be through the Pender County, who may be referred to in this proposal as "Owner."
2. Owner shall pay all fees for permits, easement and property recordation.
3. Owner shall provide full, unconditional and unlimited access to property without additional permit or access agreements, for the purposes of site investigations.
4. The Owner will provide copies of all documents, tests, reports, modeling, or other miscellaneous information as required to facilitate completion of the project scope.
5. McKim & Creed will utilize Pender County "front- end" specifications and will supply additional technical specifications as required to fit the project scope. Review for conformity and conflicts between County documents and McKim & Creed documents are included as part of this proposed scope of work.
6. McKim & Creed will utilize Pender County standard details (as available) and will supplement those details with McKim & Creed generated details as required for the project scope as outline in this proposal.

7. The attached "McKim & Creed, Inc. General Conditions (07/2016-1)" are hereby incorporated as part of this proposal.

VI. Additional Services (Not Included)

The Professional Services stated herein above do not include the costs of, but can be provided if requested, pursuant to the enclosed 2020 Hourly Rate Schedule.

- Funding Coordination
- Environmental Assessment
- CAMA Major Permitting.
- Special Inspections.
- Condition assessment of existing pump stations, force mains, or associated equipment, appurtenances, miscellaneous items related to the existing system that will be impacted by implementation of the proposed project.
- Structural design of wetwell, dry-pit, or valve vault for the proposed Pump Station.
- Permit fees or fees for recordation of easement or fee simple mapping.
- NCDOT Right of Way Mapping or detailed research to verify existing rights of way along NCDOT routes.
- Attendance at meetings or responses from review of the project design by outside consultants or other entities except for Pender County staff as detailed in this scope of work.
- Field drawdowns or testing of existing wastewater pump stations.
- Court appearances for expert witness.
- Design of demolition or abandonment of existing facilities
- Off-site drainage improvements.
- Environmental Impact Statements, or biological surveys for endangered species.
- Redesigns of facilities after approval of final plans; or
- Court appearances for litigation, or preparation for the same
- Subsurface Utility Engineering (horizontal location of existing utilities) not specifically described above.
- CSX or other Railroad encroachment permits, fees, or license agreements.

We appreciate the opportunity to provide these services and look forward to our continuing work with Pender County. If you have any questions or require clarification, please do not hesitate to contact me.

Sincerely,

McKIM & CREED, Inc.

Mr. Kenny P. Keel, PE, Director
November 17, 2021

Tony Boahn, P.E.
Vice-President & Regional Director

Enclosures: McKim & Creed, Inc. General Conditions (07/2016-1)

I hereby authorize McKim & Creed, Inc. to proceed with the work described above.

PENDER COUNTY

By: _____ Date: _____
George R. Brown

Title: Chairman, Pender County Board of Commissioners

E-Verify Requirement. As a condition of payment for services rendered under this agreement, Engineer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (requirement that employers use E-Verify). Further, if Engineer provides the services to the Client utilizing a subcontractor, Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Engineer shall verify by affidavit compliance with the terms of this section upon request of Client.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2021

_____
Finance Officer, Pender County

McKim & Creed, Inc.
Engineering Division
General Conditions
(07/2016-1)

Billing and Payment. Invoices will be submitted by McKim & Creed, Inc. (the "Engineer") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Engineer for Client, the Engineer may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Engineer shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

d) Termination Of Services. The failure of the Client to make payment to the Engineer in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Engineer, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Engineer's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Engineer.

Confidentiality. The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Engineer pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Engineer.

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Engineer, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Engineer shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Engineer's compensation for any reason.

Opinions of Cost.

(a) Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Engineer shall have no liability whatsoever if the actual cost differs from the Engineers estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer; and the Client releases and shall indemnify and hold the Engineer harmless from all claims,

damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting there from. Any such verification or adaptation will entitle the Engineer to further compensation at rates to be agreed upon by the Client and the Engineer.

Liability. The Engineer is protected by Workmen's Compensation Insurance (and/or employer's liability insurance), professional liability insurance, and by public liability insurance for bodily injury and property damage and will furnish certificates of insurance upon request. The Engineer agrees to compensate the Client for loss, damage, injury or liability arising directly ~~and exclusively~~ from the negligent acts or omissions of the Engineer, its employees, agent, subcontractors and their employees and agents. ~~but only to the extent that the same is actually covered and paid under the foregoing policies of insurance~~. If the Client requires increased insurance coverage, the Engineer will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense. The Client shall provide prompt written notice to the Consultant if the Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Consultant's Instruments of Service.

Limitation of Liability. In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE ENGINEER HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraph (Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of any and all design defects, errors, omissions, and professional negligence shall be limited to doube the Engineer's fee for this project. ~~to $50,000 or the amount of Engineer's fee for this project, whichever is greater~~. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The limitation of liability of double the Engineer's fee for this project ~~$50,000 or the amount of Engineer's fee for this project~~ is a specifically bargained-for provision of this agreement, reflected in Engineer's fee. The Engineer shall not be liable for errors in judgment or for any loss or damage, which occurs for any reason beyond the control of the Engineer. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph and the previous paragraph (Liability) shall survive the termination of this Agreement.

Limitation of Liability for Construction Staking. It is agreed that, in accordance with and subject to the provisions of the foregoing paragraphs (Liability), (Limitation of Liability) and this paragraph, any claim for damages, cost of defense, or expenses which the Client or any third party may assert against the Engineer on account of or related to construction staking shall be limited to double the amount of the Engineer's fee for this project. ~~which amount shall be less than $50,000, or the amount of the Engineer's fee for this project, whichever is greater~~. The limitation of liability for construction staking is a specifically bargained-for provision of this agreement, reflected in Engineer's fee.

_____

_____
Client initials

~~**Expenses of Litigation.** In the event litigation in any way related to the services performed hereunder is initiated against the Engineer by the Client, its contractors, or subcontractors, and such litigation concludes with the entry of a final judgment favorable to the Engineer, the Client shall reimburse the Engineer for all of its reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the Engineer's normal hourly billing rates, of the time devoted to the defense of such litigation by the Engineer's employees.~~

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Pender, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Engineer and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Engineer as instruments of service shall remain the property of the Engineer. The Engineer shall retain all common law, statutory and other reserved rights, including the copyright thereto. Engineer acknowledges this Agreement is subject to Public Records Law.

Photographs. Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Engineer shall maintain copies of printed project documentation for a period of three years from substantial completion of Engineer's services. Engineer shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Engineer's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Engineer's prevailing hourly rates at the time of the request, plus expenses.

McKim & Creed, Inc.
Engineering Division
General Conditions
(07/2016-1)

Betterment. If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Engineer from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Engineer agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with the Engineer's delivery of electronic files.

Certifications, Guarantees and Warranties. The Engineer shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions which the Engineer cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Engineer or the payment of any amounts due to the Engineer in any way contingent upon the Engineer's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer, a North Carolina corporation, and not against any of the Engineer's employees, shareholders, officers or directors.

Extension Of Protection. The Client agrees to extend any and all liability limitations and indemnification's provided by the Client to the Engineer to those individuals and entities the Engineer retains for performance of the services under this Agreement, including but not limited to the Engineer's officers and employees and their heirs and assigns, as well as the Engineer's sub-consultants and their officers, employees, heirs and assigns.

Job-Site Safety. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Engineer's services and the Engineer assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Engineer shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Engineer, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of the Engineer in writing by the Contractor and approved by the Engineer. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Engineer to specify any product or material, after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer. The Client further agrees that if any product or material specified for this project by the Engineer shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Engineer from any and all liabilities and waives all claims against the Engineer relating thereto.

Standard Of Care. Services provided by the Engineer under this Agreement will be performed in a manner consistent with that

degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Engineer shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client releases the Engineer from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Engineer to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Engineer agrees to perform additional services hereunder, the Client and the Engineer shall negotiate and agree upon an additional fee to be paid to the Engineer for completion of the agreed upon Additional Services. The Engineer will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Engineer.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Engineer's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Engineer in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Engineer for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

~~**Indemnity.** The Client shall and hereby agrees to indemnify and hold harmless the Engineer from and against all losses, costs, damages, expenses and liability of whatever nature, including but not limited to reasonable attorney's fees, litigation and court costs, expert witness fees and expenses, amounts paid in settlement, amounts paid to discharge judgments, penalties, punitive damages, and interest, directly or indirectly resulting from, arising out of or related to one or more Claims, as hereinafter defined. The word "Claims" as used herein shall mean all claims (whether valid or not), lawsuits, causes of action, liens, investigations, administrative proceedings, and other legal actions and proceedings of whatsoever nature that directly or indirectly result from, arise out of or relate to this Agreement, the project which is the subject of this Agreement, and/or any other matter or transaction contemplated hereunder, including without limitation, any failure by the Client to adhere to or comply with any drawing, design, plans, specifications, recommendation or advice given or furnished by the Engineer to the Client; provided however, that the foregoing shall not apply to any claim resulting primarily from the negligence of the Engineer.~~

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Engineer on the due date or fails to make any other payment due to the Engineer under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Engineer hereunder do not include construction observation and/or construction administration services, or if such services are included in Engineers contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Engineer assumes no responsibility for interpretations of the Engineer's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Engineer for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Engineer's Work by others.

Unless, in the Engineer's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Engineer, Engineer will not

be responsible to provide any engineering or other certifications related to the construction or installation of any improvements.

Reliance on Data Provided by Others. Engineer shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Engineer shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Engineer responsible for errors or omissions in Engineer's work that are directly attributable to errors or incorrect data provided to Engineer by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Engineer resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Engineer Retaining Consultants. In the event that Engineer is required by Client to retain other Consultants to perform necessary services related to the project, the Client agrees to defend, indemnify and hold the Engineer harmless from and against all claims, losses, liabilities and damages arising out of the performance of services by such Consultants. In the event that Client suffers any financial loss or expense resulting from or alleged to result from the performance or the failed performance of any Consultant retained by Engineer, the Client agrees to pursue recovery of and assert any claims based upon its losses, expenses and/or damages solely and directly against those Consultants. The Client agrees to waive any claims, losses, liabilities or damages against Engineer arising out of the performance of such Consultants. In consideration of such indemnity and waiver, the Engineer agrees to assign its rights and/or claims against those Consultants pursuant to the Consultants' agreement with the Engineer to the Client.

Credit and Financial Obligations. Prior to commencement of the work, Engineer may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment obligations under this Agreement. Engineer may also require such information at any time during the performance of Engineer's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Engineer identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Engineer and Engineer shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Engineer will be billed with a 15% markup. Company vehicle mileage and internal reproduction costs will be billed at the Engineer's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Engineer will be billed at the prevailing IRS mileage rate in effect at the time of travel. These provisions of this paragraph are not applicable to Lump Sum fees.

SUE Technical Standards. Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Engineer provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Engineer will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Engineer provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing Engineer's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Engineer are not to be used for construction purposes.

CAPITAL PROJECT BUDGET ORDINANCE
US 421 SEWER PUMP STATION, FORCE MAIN, & WATER LINE PROJECT

WHEREAS, the Pender County Board of Commissioners desire to adopt a capital project budget ordinance pursuant to and as provided by NCGS 159- 13.2; and

WHEREAS, the Pender County Board of Commissioners desire to construct a sewer pump station, force main, and water line along the US 421 corridor to expand the sewer service area and the public water system of Pender County Utilities;

NOW, THEREFORE, BE IT ORDAINED, by the Pender County Board of Commissioners, as follows:

SECTION 1: The amounts herein set forth are hereby appropriated for the expenses related to the project:

Engineering Design Fees	$ 595,200.00
Administration Costs	To Be Determined (TBD)
Construction	TBD
Engineering Services during construction	TBD
Project Contingency	TBD
TOTAL PROJECT COST	**$ 595,200.00**

SECTION 2: The amounts herein set forth are hereby designated as the funding to be made available for the project to meet the foregoing appropriations:

ARP Funding	$ 595.200.00
Additional Funding TBD	TBD
TOTAL PROJECT FUNDING	**$ 595,200.00**

SECTION 3: Authorized activities for the US 421 Sewer Pump Station, Force Main, & Water Line Project may include the expenditure of loan, grant, and local funds for design, construction, engineering, site work, and contingency. The officials of Pender County are hereby directed to proceed with the project within the terms of the budget contained herein,

SECTION 4: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to provide the accounting of federal, state and local regulations.

SECTION 5: Funds may be advanced from the general fund and/or enterprise fund for the purpose of making payments as due. Reimbursement requests should be made to the appropriate grantor agency in an orderly and timely manner, if applicable.

SECTION 6: Copies of this ordinance shall be filed with the Finance Director and the Clerk to the Board of Commissioners to be kept by them for their direction in carrying out this project.

This ordinance was introduced and passed at this meeting of the Pender County Board of Commissioners and was adopted this the ____ day of _____, 2021.

_____
George R. Brown, Jr., Chairman

ATTEST:

_____
Tera Cline, Clerk to the Board

RESOLUTION

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

that the Capital Project Budget Ordinance for the US 421 Sewer Pump Station, Force Main, & Water Line Project to document the proposed project expenditures and funding in the amount of $595,200.00 is approved and adopted.

The Chairman/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Brown ___ Williams ___ McCoy ___ Piepmeyer ___ Newton ___

_____ _____
George R. Brown, Jr., Chairman Date

ATTEST:

_____
Tera Cline, Clerk to the Board

Friday, November 19, 2021

Pender County Budget Ordinance Amendment

Date Monday, December 6, 2021

Board Meeting Date (If Applicable) Monday, December 6, 2021

Fiscal Year FY 2021-2022

Fund 72 - RP/T W&S

Division, Program, Project, etc. US 421 Sewer Pump Station, Force Main, & Water Main

Department 070 - SEWER OPERATIONS

Purpose of Request

Funding of a new Capital Project Ordinance for the US 421 Sewer Pump Station, Force Main, & Water Main project to extend sewer and water along the US 421 corridor

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	ARP Funds	ARP Funds	595200
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	Capital Project-US421 Sewer	Engineering	595200
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

	Account # (ORG-OBJECT)	Account Description	Amount
13			

Total Revenues 595200

Total Expenditures 595200

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

Evaluation Criteria for Selection of Engineering Consultant

US 421 Sewer PS, FM, & Water Main Project

A. Planned approach to the project and understanding of the scope of work, as well as project challenges.
(Score 1-15)

B. Knowledge and experience in sewage pump station design (similar in size to our proposed 0.75 MGD pump station), force main design, and water line design, as well as project management during construction of such projects.
(Score 1-15)

C. Resident firm in North Carolina, per NCGS 143-64.31.a1.
(Score 1-10)

D. Overall Professional qualifications of firm and staff, and recent experience demonstrating the technical competence of staff members on similar projects.
(Score 1-15)

E. Accurate response to criteria in the RFQ.
(Score 1 -10)

F. Previous positive experience with PCU and/or Pender County and knowledge of the local area. If never worked with PCU, consider experience in the surrounding counties.
(Score 1-10)

G. Record of having completed projects on time and within budget. Accuracy of project cost estimates by the project team.
(Score 1-15)

H. Record of successfully completed projects with a variety of funding sources, and of similar scope without major legal or technical problems. **(Score 1-15)**

I. State and local regulatory experience, including environmental permitting experience
(Score 1-10)

SCORING TABLE - FINAL SCORING

SUMMARY TABULATION OF ALL ASSESSORS

Nov-21

SELECTION OF ENGINEERING CONSULTANT

US 421 SEWER PS, FM & WATER MAIN PROJECT

	Evaluator A	Evaluator B	Evaluator C	Evaluator D	Evaluator E	TOTAL SCORE	AVG SCORE	RANK
CDM Smith	85	97	102	105	107	496	99.2	2
Highfill	71	104	105	91	100	471	94.2	3
McGill	75	77	86	82	71	391	78.2	7
McKim & Creed	84	100	107	96	113	**500**	**100.0**	**1**
The Wooten Company	75	78	91	97	85	426	85.2	6
WithersRavenel	72	88	93	94	81	428	85.6	5
Wood	84	83	94	88	81	430	86.0	4

SCORING TABLE - FINAL SCORING

Assessor Name: Adam Snipes

Nov-21

SELECTION OF ENGINEERING CONSULTANT

US 421 SEWER PS, FM & WATER MAIN PROJECT

	A	B	C	D	E	F	G	H	I	Total Score
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)
CDM Smith	12	11	8	11	8	7	12	8	8	85
Highfill	10	8	6	10	8	6	10	6	7	71
McGill	9	10	7	10	7	7	10	7	8	75
McKim & Creed	12	12	8	10	8	8	11	8	7	84
The Wooten Company	10	10	8	9	7	7	10	7	7	75
WithersRavenel	9	9	7	10	8	6	9	7	7	72
Wood	11	10	8	11	8	8	12	8	8	84

SCORING TABLE - FINAL SCORING

Assessor Name: Amy Cox

Nov-21

SELECTION OF ENGINEERING CONSULTANT

US 421 SEWER PS, FM & WATER MAIN PROJECT

	A	B	C	D	E	F	G	H	I	Total Score
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)
CDM Smith	11	13	10	12	6	9	12	15	9	97
Highfill	14	14	10	13	9	9	12	14	9	104
McGill	8	9	10	8	5	9	9	10	9	77
McKim & Creed	12	12	10	14	7	9	14	13	9	100
The Wooten Company	8	9	10	9	4	9	9	11	9	78
WithersRavenel	8	12	10	11	8	9	9	12	9	88
Wood	8	11	10	10	8	9	9	9	9	83

SCORING TABLE - FINAL SCORING

Assessor Name: Anthony Colon

Nov-21

SELECTION OF ENGINEERING CONSULTANT

US 421 SEWER PS, FM & WATER MAIN PROJECT

	A	B	C	D	E	F	G	H	I	Total Score
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)
CDM Smith	14	13	10	13	7	10	10	15	10	102
Highfill	15	13	10	14	10	10	10	14	9	105
McGill	9	11	10	12	8	8	9	10	9	86
McKim & Creed	15	14	10	14	9	10	10	15	10	107
The Wooten Company	8	11	10	13	9	9	9	13	9	91
WithersRavenel	11	13	10	14	7	8	8	14	8	93
Wood	13	13	10	14	9	8	9	10	8	94

SCORING TABLE - FINAL SCORING

Assessor Name: James Proctor

Nov-21

SELECTION OF ENGINEERING CONSULTANT

US 421 SEWER PS, FM & WATER MAIN PROJECT

	A	B	C	D	E	F	G	H	I	Total Score
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)
CDM Smith	14	14	9	14	9	10	13	13	9	105
Highfill	11	12	9	14	8	6	10	12	9	91
McGill	10	10	9	14	7	3	8	13	8	82
McKim & Creed	15	14	9	14	9	5	8	13	9	96
The Wooten Company	14	13	9	14	9	8	8	13	9	97
WithersRavenel	14	13	9	14	9	6	8	12	9	94
Wood	11	12	9	14	8	6	8	12	8	88

SCORING TABLE - FINAL SCORING

Assessor Name: Kenny Keel

Nov-21

SELECTION OF ENGINEERING CONSULTANT

US 421 SEWER PS, FM & WATER MAIN PROJECT

	A	B	C	D	E	F	G	H	I	Total Score
	(1-15)	(1-15)	(1-10)	(1-15)	(1-10)	(1-10)	(1-15)	(1-15)	(1-10)	(115 Max)
CDM Smith	15	13	10	13	9	10	14	13	10	107
Highfill	15	12	10	12	9	10	12	12	8	100
McGill	12	7	10	7	8	7	5	8	7	71
McKim & Creed	15	15	10	14	10	10	15	14	10	113
The Wooten Company	13	12	10	10	6	8	7	11	8	85
WithersRavenel	14	8	10	8	8	7	6	13	7	81
Wood	12	10	10	11	8	6	7	9	8	81

REQUEST FOR QUALIFICATIONS

U.S. 421 SEWER PUMP STATION, FORCE MAIN, & WATER MAIN

SUBMITTED TO:

PENDER COUNTY UTILITIES | 605 E. FREMONT STREET, BURGAW, NC 28425

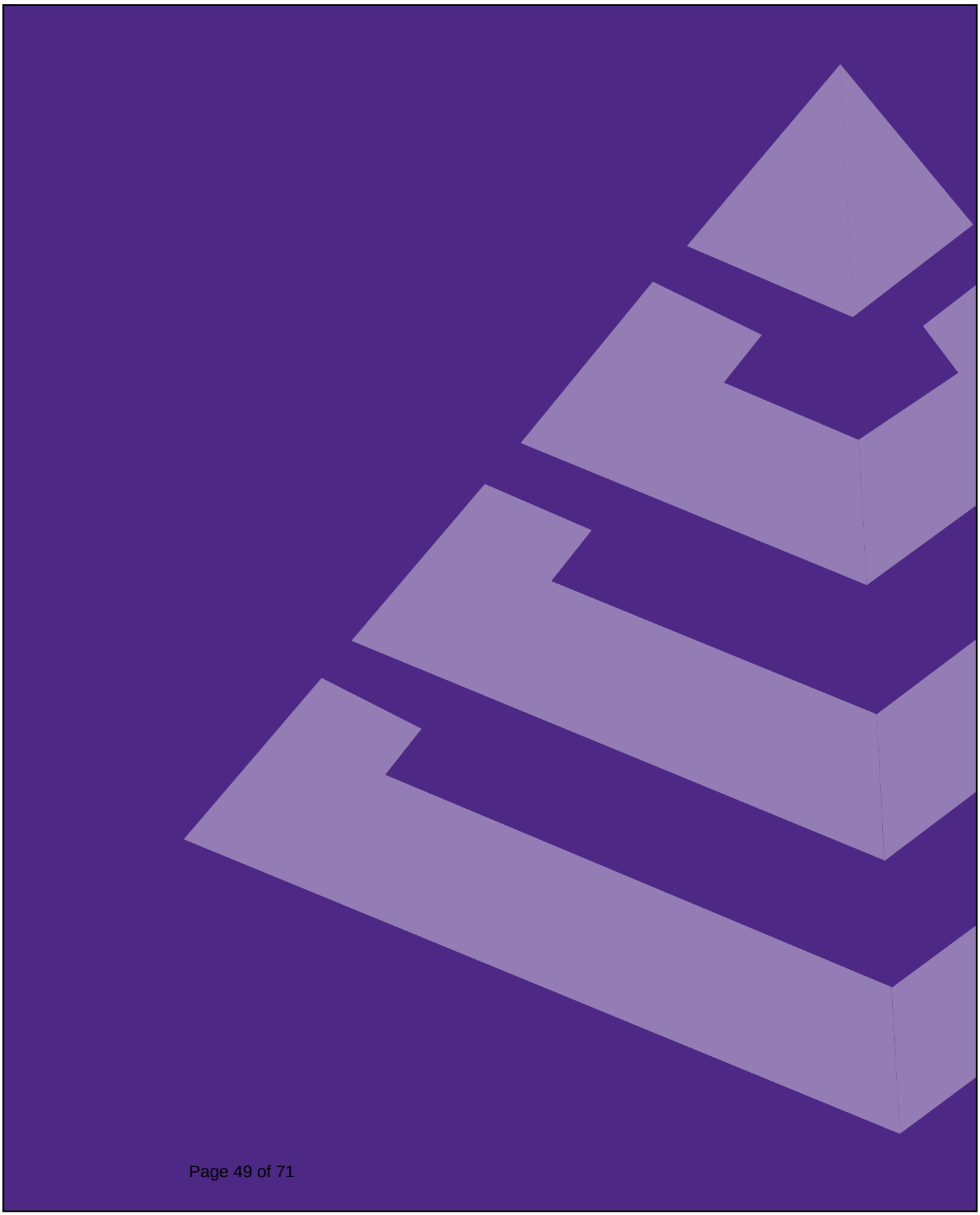
ATTENTION: KENNETH KEEL, PE | DIRECTOR

SUBMITTED BY:

MCKIM & CREED | WILMINGTON, NC

910.343.1048 | MCKIMCREED.COM

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS



McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

October 20, 2021 213191

Kenneth Keel, PE | Director
Pender County Utilities
605 E. Fremont Street
Burgaw, NC 28425

RE: REQUEST FOR QUALIFICATIONS | U.S. 421 SEWER PUMP STATION, FORCE MAIN, & WATER MAIN

Dear Mr. Keel and Members of the Selection Committee:

Pender County is requesting qualifications to complete design, permitting, and construction administration/observation from consulting engineering firms experienced in sewer pump stations. force mains, and water mains for the U.S. 421 Sewer Pump Station, Force Main & Water Main Project.

McKim & Creed provides an unparalleled depth of knowledge (current and historical) to this area that we believe will be highly beneficial to making this project a success for Pender County. Our team designed the award-winning Melinda K. Knoerzer Adaptive Ecosystem WWTP prepared the overall Master Plan for the Pender Commerce Park. We have intimate knowledge of the infrastructure and provisions for off-site sewer envisioned and planned for at this location. Our team is prepared to immediately assist Pender County and offers several distinct advantages as summarized below:

DIRECT EXPERTISE & DESIGN TEAM IN-HOUSE / With the exception of environmental and geotechnical, the McKim & Creed team provides all services in-house to complete this project. **Additionally, McKim & Creed has provided design services for over 1,400 pump/lift station projects, more than 800 force main projects, and over seven million feet of water main design.** Our team is accessible, committed, and ready to hit the ground running for Pender County.

MELINDA K. KNOERZER ADAPTIVE ECOSYSTEM WWTP DESIGN / McKim & Creed designed this facility, which included provisions for off-site force mains and discharge options to the existing facility. We have all the process and hydraulic calculations in hand to properly evaluate the various aspects of additional wastewater flow to the facility

PENDER COMMERCE PARK DESIGN / In addition to the WWTP design, McKim & Creed also provided planning and design for all infrastructure in the Commerce Park. We have the surveys, CADD files, and data available that can be used immediately, reducing design costs, and expediting project schedule.

LOCAL KNOWLEDGE – LOCAL TEAM / Our team lives and works in the community, with many of our staff residing in Pender County. We are fully invested in our community and maintain excellent relationships with local, state, and federal regulatory agencies. Pender County is a top-tier client for McKim & Creed and we value our strong relationship with the County.

As always, we appreciate the opportunity to submit our qualifications to Pender County and appreciate your consideration. Please feel free to contact me with any questions concerning this submittal.

Sincerely,
McKim & Creed

Tony Boahn, PE
Vice President and Regional Director, Mid-Atlantic

243 N. Front Street, Wilmington, NC 28401 | 910.343.1048 | mckimcreed.com

ABOUT MCKIM & CREED

Whether it's designing sustainable water solutions, creating energy-efficient environments, planning thriving communities, or gathering data for safe transportation networks, McKim & Creed works to improve the quality of life for our clients and the communities we serve.

Our technical specialties include water, wastewater, reclaimed water system, electrical, mechanical, plumbing and structural engineering; SCADA; industrial design-build services; airborne and mobile LiDAR/ scanning; unmanned aerial systems; subsurface utility engineering; and hydrographic and conventional surveying services for the water, government, energy, commercial, residential, transportation, industrial, healthcare and educational markets.

Through our acquisition of Matchpoint Water Asset Management last year, McKim & Creed now provides water loss recovery and water asset management services. Our data-driven solutions program helps utilities reduce wasted water and conserve resources.

As an employee-owned company that has been in operation since 1978, we provide these services through excellent work, dedicated service and a passionate desire to solve problems and impact lives. McKim & Creed now has nearly 700 employee-owners in offices throughout the U.S. Our location in Wilmington enables us to provide local service backed by national experience and expertise.

FIRM DETAILS

FIRM NAME	McKim & Creed, Inc.
ADDRESS	243 North Front Street Wilmington, NC 28401
PHONE	910.343.1048
FAX	910.251.8282
EMAIL	TBoahn@mckimcreed.com
WEB ADDRESS	www.mckimcreed.com
CONTACT	Tony Boahn, PE
FORMER NAME	McKim & Creed, PA
ESTABLISHED	1978

NORTH CAROLINA LOCATIONS

Wilmington*
Asheville
Charlotte
Raleigh

***Our nearby Wilmington office will manage the services requested by Pender County.**

INDUSTRY RANKINGS

#28
OVERALL DESIGN FIRM IN THE SOUTHEAST

#10
OVERALL DESIGN FIRM IN NORTH CAROLINA

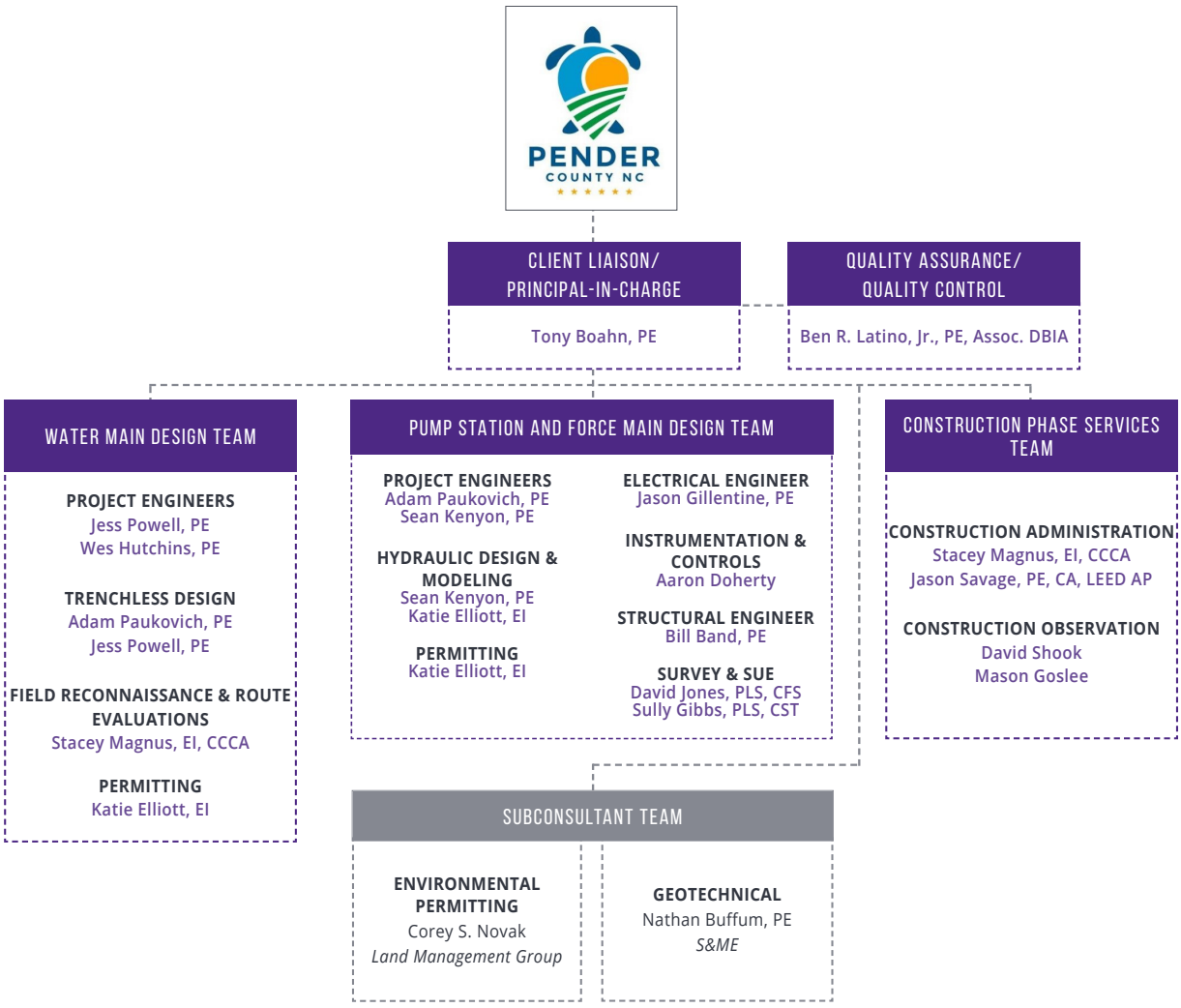
TOP 133
ENVIRONMENTAL FIRMS IN THE U.S.

TOP 150
DESIGN FIRMS (TOP 500 SINCE 1992)

QUALIFICATIONS AND EXPERIENCE OF PERSONNEL

Our team has extensive, direct, and current experience with wastewater pump stations and force mains. This includes all aspects from conceptual evaluations, design, permitting, bid, construction, startup, and certification. The following resumes of our team members demonstrate this experience.

TEAM ORGANIZATIONAL CHART



TONY BOAHN, PE

Client Liaison/Principal-in-Charge

Mr. Boahn has been responsible for all aspects of project management, design, and construction administration of water and wastewater projects. Mr. Boahn has worked on a wide variety of projects including infrastructure master plans, pump stations, sewer force mains, gravity sewer systems, water distribution systems, and water and wastewater treatment plants. Mr. Boahn is experienced in projects involving state and federal funding programs including Community Development Block Grant (CDBG), Economic Development Agency (EDA), United States Development Agency (USDA), Disaster Relief Initiative (DRI), State Revolving Fund (SRF), and State Revolving Loan (SRL). He is well versed in permitting, bid and award procedures, and construction administration of water and wastewater utility projects throughout North Carolina.

LICENSURE

Professional Engineer: NC

EDUCATION

B.S., Civil Engineering, North Carolina State University

A.A.S, Civil Engineering, Sandhills Community College

TEAM MEMBER / ROLE / LOCATION	EXPERIENCE
BEN LATINO, JR., PE, ENV SP, ASSOC. DBIA QA/QC	Mr. Latino has more than 21 years of engineering experience in the water/wastewater field. He has been involved with water and wastewater utility studies, design, modeling and construction. Mr. Latino's specific project experience includes water main replacements, water system modeling, sanitary sewer evaluation services (SSES); infiltration and inflow studies; preliminary engineering studies; sanitary sewer lift station design, rehabilitation/replacement and condition assessments; and water, reclaimed water, and force main design, including the use of trenchless technology. He is the Regional Manager of McKim & Creed's Raleigh Water Group. **LICENSURE:** Professional Engineer: NC | Envision Sustainability Professional | Associate DBIA
JESS POWELL, PE Project Engineer; Trenchless Design	Mr. Powell is experienced in a variety of engineering services, including preparing bid documents, interpreting and implementing project specifications, executing storm water and sanitary sewer water best practices, providing design services for industrial and municipal water and wastewater systems, employing trenchless pipe repair methods, and working with environmental regulators. Mr. Powell also possesses professional and educational experience in manufacturing and healthcare applications of industrial engineering practices. **LICENSURE:** Professional Engineer: NC | OSHA 30-hour Safety Training | Certified CIPP Inspector | Pipeline Assessment Certification Program (PACP) | Manhole Assessment Certification Program (MACP) | Lateral Assessment Certification Program (LACP)
WES HUTCHINS, PE Project Engineer	Mr. Hutchins has varied experience in multiple facets of water and wastewater design ranging from preliminary studies to construction services. In his time at McKim & Creed, he has worked on numerous water line relocation and replacement projects including the Purefoy Road and East Rosemary Water Main Replacements for OWASA as well as similar projects for the City of Raleigh and the Town of Cary. Mr. Hutchins has also gained proficiency in hydraulic modeling including WaterGEMS, Water CAD, and Innovyze Infowater platforms, construction observation and administration, and permitting processes. **LICENSURE:** Professional Engineer: NC

ADAM PAUKOVICH, PE
Trenchless Design

As a project manager with McKim & Creed, Mr. Paukovich leads municipal, federal, and industrial water and wastewater projects, specializing in wastewater collection and conveyance systems, water and reclaimed water distribution systems, wastewater lift stations, and water booster pumping stations. A proven leader and technical mentor, Mr. Paukovich consistently leads project teams to successful outcomes for his clients. Earlier in his career he worked as a wastewater treatment plant operator, which gives him unique perspectives in utility design, operations and implementation. Mr. Paukovich has been closely tracking ARPA funding since its inception and is guiding his clients through this new process.

LICENSURE: Professional Engineer: NC | National Council of Engineers Examiners

STACEY MAGNUS, EI, CCCA
Field Reconnaissance & Route Evaluations; Construction Administration

Mr. Magnus has 30 years of experience in designing, managing, and overseeing complex construction projects focused primarily on water and wastewater infrastructure, solid waste facilities, and gas pipelines. He was instrumental in the design of numerous utility infrastructure facilities, including water and wastewater treatment plants. His construction/inspection experience includes work with multiple project delivery systems and a variety of contractor organizations, including construction manager-at-risk, general contractors, and a wide variety of specialty contractors.

LICENSURE: Engineer Intern: VA | Certified Construction Contract Administrator | OSHA 10-hour Safety Training | Construction Document Technologist

KATIE ELLIOTT, EI
Permitting; Hydraulic Design & Modeling

Ms. Elliott has educational experience in environmental engineering and has been involved with bank restoration, pump station design, wastewater collection, water distribution, and force main design projects. Ms. Elliott's contributions at McKim & Creed include a variety of water and wastewater engineering services such as permitting, design support, project area research, report preparation, and hydraulic modeling.

LICENSURE: Engineer Intern: NC

JASON GILLENTINE, PE
Electrical Engineering

Mr. Gillentine is a registered professional engineer with a combined 27 years of expertise in the electrical industry. He has produced electrical power, up to 15kV class, process controls, instrumentation and lighting designs for federal, municipal and private sector clients. In addition, he has developed instrumentation designs for water/wastewater facilities, chilled water plants, food processing plants and chemical factories. He has over 16 years of experience in industrial electrical construction and has held such positions as project manager, superintendent, foreman and journeyman electrician.

LICENSURE: Professional Engineer: NC

AARON DOHERTY
Instrumentation & Controls

Mr. Doherty is an Instrumentation & Control specialist whose experience comes from working as an integrator within the water and wastewater industry. He has been involved in the design and upgrade of many municipal SCADA systems in both the front and back ends of development. Specific expertise includes PLC programming, HMI programming, control panel design, instrument specification and troubleshooting, writing control descriptions, and performing start up and commissioning activities. It is his priority to understand the customers needs and provide the right system for their operation.

CERTIFICATIONS: Ignition Gold Certification 7.9 | Ignition Gold Certification 8.0

BILL BAND, PE
Structural Engineering

Mr. Band has nearly 30 years of progressive experience as a designer, engineer and project manager on diverse structural and civil projects. He has prepared designs and conducted tasks for projects associated with commercial, educational, healthcare, industrial, municipal and residential clients. He is proficient in preparing construction documents, including construction cost estimates, specifications, and construction drawings, and utilizing computer-aided drafting design software. Mr. Band is experienced in preparing design calculations and performing structural analyses utilizing design software packages for reinforced concrete, structural steel, concrete masonry unit, timber and aluminum structures.

LICENSURE: Professional Engineer: NC, AR, FL, GA, OH, VA, WI

DAVID JONES, PLS, CFS
Surveying

Mr. Jones has 30 years of experience in the survey profession. He has performed and managed numerous survey projects ranging from one acre sites to thousands of acres all along the eastern seaboard from Vermont to Florida and in the Caribbean. Additionally, Mr. Jones has extensive hands-on field and CAD experience to complement his project management position. In 2012 Mr. Jones took on the role as regional manager for the eastern part of North Carolina and began managing the hydrographic survey division.

LICENSURE: Professional Land Surveyor: NC, KY, AL, ND | Certified Floodplain Surveyor: NC | U.S. Coast Guard Captain's License

SULLY GIBBS, PLS, CST
Subsurface Utility Engineering (SUE)

Mr. Gibbs has 11 years of experience in SUE, surveying and CAD work. He is responsible for processing field work into finished drawings including research, calculations and legal descriptions. Mr. Gibbs has also served as a member of the Wake Technical Community College Advisory Board for Surveying Technology and Civil Engineering programs. He currently serves as the secretary for the Johnston County Chapter of the North Carolina Society of Surveyors and is the recipient of the North Carolina Society of Surveyors – 2018 Young Surveyor of the Year award.

LICENSURE: Professional Land Surveyor: NC | Certified Survey Technician, Level III Office

JASON SAVAGE, PE, CA, LEED AP
Construction Administration

Mr. Savage's training in both the engineering and construction management disciplines brings a distinct advantage to McKim & Creed's construction administration team. With this dual understanding and 15 years of experience, he is able to provide quick, expedient solutions to obstacles encountered in the field. He is OSHA 30-hour trained and is experienced in generating construction progress documentation, submittal and shop drawing reviews, pay application review, change order review and assessment, RFI generation, material testing report reviews and assessments. He is also able to review plans and specifications for constructability, as well as formulate material takeoffs and cost opinions.

LICENSURE: Professional Engineer: NC | LEED Accredited Professional | Certified Construction Contract Administrator | OSHA 10-hour Safety Training | Construction Document Technologist

DAVID SHOOK
Construction Observation

Mr. Shook is experienced in the areas of construction contract administration, construction observation, construction cost estimating, quality assurance and has served as designer for a variety of projects. He has served as construction observer/ inspector for water/sewer line projects and roadway projects and is presently performing construction administration duties on water and wastewater projects as acting liaison between the project engineering firm, owner and contractors.

LICENSURE: OSHA 10-hour Safety Training

COREY S. NOVAK
Environmental Scientist
Land Management Group

Mr. Novak holds a Master of Science from the University of North Carolina at Wilmington with an emphasis on benthic invertebrates. He is a Professional Wetland Scientist and also received NC WAM (Wetlands Assessment Method) and NC SAM (Stream Assessment Method) Certifications offered through the NC Division of Water Resources. Mr. Novak is responsible for numerous freshwater and coastal wetland delineation projects and stream assessments. He regularly coordinates with U.S. Army Corps of Engineers, NC Division of Water Resources, and NC Division of Coastal Management personnel to obtain confirmation of wetland and stream boundaries. Mr. Novak also assists with Section 404/401 permitting for various government and private projects.

LICENSURE: Professional Wetland Scientist

NATHAN BUFFUM, PE
Geotechnical
S&ME

Mr. Buffum is a senior project engineer and special inspector based in S&ME's Wilmington, North Carolina office. Mr. Buffum coordinates geotechnical, construction materials testing, and special inspection services for S&ME's clients in the Cape Fear area. He is skilled in the following disciplines: special Inspections and material testing services for projects including; concrete, soil, shallow and deep foundations, ground improvement, pavement construction, building construction, pavement evaluations, retaining walls, CSX railroad construction, and NCDOT roadway construction.

LICENSURE: Professional Engineer: NC

SIMILAR PROJECT EXPERIENCE

BARNARD'S CREEK AND MOTT'S CREEK PUMP STATION IMPROVEMENTS

WILMINGTON, NC

SCOPE OF WORK

McKim & Creed provided design, permitting, bidding, and construction phase services to upgrade and increase the capacity of two pump stations which serve tracts that were annexed by the City of Wilmington - the Barnard's Creek PS76 and Mott's Creek PS69. These stations serve as the primary wastewater collection and conveyance system for these areas. Barnard's Creek PS improvements increased its capacity to 1.43 mgd, and improvements to the Mott's Creek PS increased its capacity to 1.76 mgd. Improvements designed for the two pump stations include new pumps, motors and a generator replacement. Additionally, the Mott's Creek PS required removing the wetwell from service and conducting rehabilitation of the existing wetwell. During various phased improvements, McKim & Creed also provided design for approximately 20,000 LF of 20-inch force main connecting both pump stations to the Southside Wastewater Treatment Plant (WWTP), pigging of approximately 4,000 LF of 18-inch force main, and replacement of two air release valves.

PROJECT RELEVANCY

+ Pump station
+ 2.25 mgd Pump Station
+ 20,000 LF 20-inch Force Main
+ CWSRF Funding
+ NCDOT Permitting
+ Horizontal Directional Drilling
+ Environmental Permitting

OWNER

Cape Fear Public Utility Authority (CFPUA)

CONTACT

Frank Styers, PE
910.332.6670
Frank.Styers@cfpua.org

NORTHERN CAMPUS OFF-SITE UTILITIES REGIONAL PUMP STATION 1

WILMINGTON, NC

SCOPE OF WORK

McKim & Creed provided design, permitting, bid, and construction phase services for the North Campus School project, which involved the construction of a new elementary and middle school along Holly Shelter Road near the Castle Hayne Community. The project included off-site utilities to serve the schools that included the following major components: a regional wastewater pump station; 6,600 LF of 24-inch, 14-inch, 12-inch, and 10-inch gravity sewer main; 1,600 LF of 18-inch sewer force main; and 1,600 LF of 12-inch sewer force main. McKim & Creed worked directly with CFPUA and New Hanover County Schools to coordinate the design to provide services to the schools and surrounding basin and for compliance with CFPUA standards.

PROJECT RELEVANCY

+ 1.0 mgd Pump Station
+ 3,200 LF 12-inch & 18-inch Force Main
+ 6,600 LF 10-inch, 12-inch, 14-inch, 24-inch Sanitary Sewer
+ NCDOT Permitting
+ Environmental Permitting

OWNER

Cape Fear Public Utility Authority

CONTACT

Frank Styers, PE
910.332.6670
Frank.Styers@cfpua.org

WASTEWATER SYSTEM IMPROVEMENTS
BURGAW, NC

SCOPE OF WORK
McKim & Creed provided engineering services to design improvements for the Town of Burgaw's wastewater system. The improvements included adding approximately 75,000 LF of 20-inch to 24-inch diameter sewer force main, which would ultimately discharge to the Town of Wallace's Wastewater Treatment Facility. The improvements also included two wastewater pumping stations (one 1.25 mgd and one 2.0 mgd capacity) located at the plant near Interstate 40, Exit 390. Each pump station was designed with VFDs dedicated to each pump (total of five VFDs). A new SCADA/telemetry system was designed to allow communication between the primary pump stations and the town's central SCADA system. This project involved impacts to wetlands, creek crossings and required CAMA permits.

PROJECT RELEVANCY
+ 1.25 mgd Pump Station
+ 2.0 mgd Pump Station
+ 75,000 LF 20-inch & 24-inch Force Main
+ NCDOT Permitting
+ Horizontal Directional Drilling
+ Environmental Permitting
+ CWSRF Funding

OWNER
Town of Burgaw

CONTACT
Pete Cowan
910.663.3490
mayor@townofburgaw.com

GREENVILLE INDUSTRIAL PARK PUMP STATION
GREENVILLE, NC

SCOPE OF WORK
McKim & Creed furnished professional engineering services in connection with the design, permitting, bidding and construction of the Industrial Park Wastewater Pump Station. The project consisted of a 5.4-mgd dry pit/wet pit duplex wastewater pump station and approximately 15,300 LF of 20-inch force main with connection into a force main system serving two other larger pump stations. The pump station included duplex 200 HP pumps rated at 3,750 gpm. Each pump was designed and constructed with a VFD and SCADA communications were integrated into the GUC master SCADA system.

PROJECT RELEVANCY
+ 5.4 mgd Pump Station
+ 15,300 LF 20-inch Force Main
+ NCDOT Permitting
+ Environmental Permitting

OWNER
Greenville Utilities Commission (GUC)

CONTACT
Wayne Meads
252.551.1553
meadsw@guc.com

RIVERLIGHTS COMMUNITY PUMP STATION #1

NEW HANOVER COUNTY, NC

SCOPE OF WORK

McKim & Creed provided professional engineering services for the design and permitting of the River Lights Development 1.0 mgd pump station #1. We evaluated average daily capacity of the proposed pump station and peak pumping rates based on anticipated peak hourly flow requirements; and provided design services for the proposed pump station layout to include access and maintenance of operations and hydraulic calculations for initial and future conditions. Due to the initial and future flow conditions and required motor horsepower, the electrical designs required modification of CFPUA standards.

RiverLights is an environmentally friendly, 2,200-home mixed use community that promotes a live-work environment in a waterfront setting. The Coastal Branch of the North Carolina Section of the American Society of Civil Engineers (ASCE) has awarded Newland and McKim & Creed the 2019 ASCE Project of the Year Award for the RiverLights community.

PROJECT RELEVANCY

+ 1.1 mgd Pump Station
+ 5,600 LF 8-inch & 12-inch Force Main
+ NCDOT Permitting
+ Environmental Permitting
+ Horizontal Directional Drilling

OWNER

Newland Communities

CONTACT

Andy Kerkhoff
910.442.2846
akerkhoff@newlandco.com

NORTHEAST BRUNSWICK REGIONAL WASTEWATER TRANSMISSION IMPROVEMENTS

WILMINGTON, NC

SCOPE OF WORK

McKim & Creed provided engineering, construction administration and professional surveying services for the upgrade of Commerce Pump Station. This project included replacement with new 125 HP (approximate) triplex pumps, new wetwell, new dry-pit, VFDs, PLC controls and electrical building. Other services included installing a new 12-inch force main from Commerce Pump Station to the manifold connection point of the Commerce Pump Station and Lincoln Road Pump Station force mains. Additionally, the team installed new force main interconnections on Royster Road, Mt. Misery Road and at the Commerce Pump Station.The project also required an update to the SewerCad model for this area in conjunction with a master planning effort to serve regional sewer capacity needs. McKim & Creed evaluated the planning level model and significantly enhanced the model to acquire the necessary NCDENR permits. The model results were utilized as supporting documentation to justify peak flows and manifold pumping conditions in the system. The planning level SewerCad model created for this project was significantly enhanced for design and NCDENR permitting purposes.

PROJECT RELEVANCY

+ 465,000 GPD Pump Station
+ 5,100 LF 12-inch Force Main
+ NCDOT Permitting
+ Environmental Permitting
+ Horizontal Directional Drilling

OWNER

Brunswick County

CONTACT

John Nichols, PE
910.253.2657
john.nichols@brunswickcountync.gov

SIDBURY ROAD OFF-SITE UTILITES 16-INCH WATER MAIN

NEW HANOVER COUNTY, NC

SCOPE OF WORK

McKim & Creed will provide engineering services to design and permit approximately 13,000 linear feet of parallel water and sewer force main lines in a previously undeveloped portion of New Hanover County. The project will include water and wastewater connections to the Cape Fear Public Utility Authority's system and provides additional capacity for future development in the area. The project will include two 1,800-foot horizontal direction drills underneath Interstate 40 (16-inch and 12-inch fusible PVC), water system modeling, wastewater system modeling, and design of a new 700 gpm pump station to serve the future development of 751 homes.

PROJECT RELEVANCY

+ 10,000 LF 16-inch Water Main
+ 11,000 LF 12-inch Force Main
+ NCDOT Permitting
+ Horizontal Directional Drill (Under Interstate 40)
+ Environmental Permitting

OWNER

D.R. Horton

CONTACT

Ian Flannery, CPESC
843.709.0752
IEFlannery@DRHorton.com

MIDDLETON ROAD 16-INCH WATER MAIN

WILMINGTON, NC

SCOPE OF WORK

McKim & Creed updated the Brunswick County system-wide water distribution hydraulic model. Additionally, Brunswick County experienced system pressures that fell below the minimum desirable operating pressures during peak demand periods in the St. James Community. As part of the water model update, McKim & Creed focused on the St. James Community to identify system improvements that mitigated the pressure issues in the area and also updated model to develop a plan to meet the future growth needs in the area. The model update incorporated data from pressure recorders, meter data, and the County's SCADA system to evaluate average daily demands. A final engineering report was compiled to provide detailed recommendations for improvements to the St. James Community. A subsequent project was identified as a result of the water model update to include a new water main along Middleton Road near St. James. The new water main created a vital link between NC 211 and St. James along Middleton Road to improve pressures, water quality, and fire flow capability. McKim & Creed provided design, permitting, bid, and construction phase services for approximately 2,100 LF of 16-inch Fusible PVC and 700 LF of 12-inch Fusible PVC installed via directional drill. NCEQ, CAMA, U.S. Army Corps of Engineers, and NCDOT permitting were required for installation of this water main.

PROJECT RELEVANCY

+ 7,800 LF 12-inch & 16-inch Water Main
+ NCDOT Permitting
+ Horizontal Directional Drill
+ Environmental Permitting

OWNER

Brunswick County

CONTACT

John Nichols, PE
910.253.2657
john.nichols@brunswickcountync.gov

GILBERT ROAD 16-INCH WATER MAIN IMPROVEMENTS

SUPPLY, NC

SCOPE OF WORK

McKim & Creed provided design, permitting, bid, and construction phase services for approximately 13,000 linear feet of 16-inch water main to be installed along Gilbert Road in Brunswick County. The water main completed a hydraulic loop between the existing 16-inch main on Midway Road and the existing main that terminates on Midway near Goose Marsh Court. In addition to design services, McKim & Creed provided routing evaluations, field surveys, and SUE for the proposed project.

PROJECT RELEVANCY

+ 13,000 LF 16-inch Water Main
+ NCDOT Permitting
+ Horizontal Directional Drill
+ Environmental Permitting

OWNER

Brunswick County

CONTACT

Bob Tweedy, PE
910.253.2680
bob.tweedy@brunswickcountync.gov

SCOTTS HILL WATER AND SEWER DISTRICT

SCOTTS HILL, NC

SCOPE OF WORK

McKim & Creed performed engineering design services for the construction of a water distribution system in the Scotts Hill Water and Sewer District located in the southern area of Pender County and supplied by the Rocky Point Topsail Water & Sewer District. The project entailed approximately 92,000 feet of 2-inch through 12-inch water main including four horizontal directional drills. Work included hydraulic modeling, design services, a Preliminary Engineering Report, an Environmental Assessment, bid and award, construction administration, and construction observation services. McKim & Creed worked closely with the Scotts Hill Water & Sewer District in the conceptual and design phases to develop a project design that maximized the projected water customer base while minimizing the cost of construction. Additionally, McKim & Creed worked closely with the district and the contractor during construction to identify field adjustments that resulted in significant project savings. As a result of these efforts, the project was approximately $900,000 under budget.

PROJECT RELEVANCY

+ 7,800 LF 12-inch & 16-inch Water Main
+ NCDOT Permitting
+ Horizontal Directional Drill
+ Environmental Permitting
+ USDA Funding

OWNER

Pender County

CONTACT

Kenny P. Keel, PE
Pender County Utilities & Solid Waste
910.259.0212
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INFORMATION RELATED TO ITEMS NOTED IN THE EVALUATIONS SECTION OF THE RFQ

ITEM. 1 DESIGN EXPERIENCE FOR WASTEWATER PUMP STATIONS OF SIMILAR SIZE, WASTEWATER FORCE MAINS, AND WATER MAINS

The McKim & Creed team brings extensive, local experience to the design and permitting of wastewater pump stations, force mains and water mains. Working in southeast North Carolina for over 40 years, we have designed and permitted hundreds of miles of pipeline, pumping stations, and other utility infrastructure in this region and are intimately familiar with local, state and federal regulations associated with such work. Design and permitting for the new pump station, force main, and water main will invariably involve challenges with existing utilities, regulatory requirements, and physical constraints that must be addressed as part of the design process. Our team provides the following detailed experience that is directly relevant to the proposed U.S. 421 Sewer Pump Station, Force Main, and Water Main project:

WASTEWATER PUMP STATIONS REPRESENTATIVE EXPERIENCE	
Barnards Creek Permanent Pump Station Upgrade	2.25 mgd
Motts Creek Interim Improvements	1.76 mgd
Motts Creek Pump Station Upgrade/Rehabilitation	1.76 mgd
Greenville Utilities Commission Industrial Park Pump Station	5.40 mgd
CFPUA Pump Station 89 Original Design & Upgrades	5.83 mgd
Town of Burgaw Wastewater System Pump Station 1	1.25 mgd
Town of Burgaw Wastewater System Pump Station 2	2.0 mgd
OWASA Rogerson Drive Pump Station Rehabilitation	18.50 mgd
CFPUA Pump Station 25	0.86 mgd
Northern Campus Off-site Utilities Regional Pump Station 1	0.44 mgd
CFPUA Country Haven Pump Station Phase 2 Upgrade	0.60 mgd
Newland Communities RiverLights Pump Station 1	1.1 mgd
Newland Communities RiverLights Pump Station 2	0.46 mgd
Middle Sound Buckeye Road Lift Station	0.60 mgd
Brunswick County Commerce Pump Station	0.46 mgd
Pender County NC 133 Regional Improvements	0.25 mgd
WSACC Lower Rocky River Screen Improvements	40.00 mgd
LCFWSA Interim Pump Station (raw water)	29.1 mgd
OWASA University Lake Pump Station (raw water)	18 mgd

Additionally, detailed information on select projects that are similar in scope and nature to the U.S. 421 project is provided in the Similar Project Experience section of this submittal, starting on page 7.

FORCE MAIN AND WATER MAIN REPRESENTATIVE EXPERIENCE			
PROJECT	PIPE LENGTH (LF)	PIPE DIAMETER (IN)	WATER OR FORCE MAIN
Phase 1 Water District | Pender County, NC	369,600	2-12	Water Main
Phase 1 Water District | Pender County, NC	400,000	2-16	Water Main
Phase 5 Water District | Pender County, NC	250,000	2-16	Water Main
Scotts Hill Water and Sewer District | Pender County. Scotts Hill, NC	400,000	2-16	Water Main
Wastewater System Improvements | Town of Burgaw, NC	75,000	20-24	Force Main
Barnard's Creek and Mott's Creek Pump Station Improvements	24,000	18-24	Force Main
US Highway 17 Sewer Improvements | Pender County, Burgaw, NC	40,000	20-24	Force Main
Northside WWTP Effluent Force Main/Directional Drill | Cape Fear Public Utility Authority, Wilmington, NC	12,000	30	Force Main
River Road Force Main Replacement | Cape Fear Public Utility Authority, Wilmington, NC	18,500	24	Force Main
Jacksonville Water Supply and Treatment Facilities, City of Jacksonville, NC	75,000	12-24	Water Main
University Lake Raw Water Main | Orange Water & Sewer Authority, Carrboro, NC	9,350	8-42	Water Main
NC 53 Waterline Extension | Onslow County Water & Sewer Authority, Jacksonville, NC	24,000	12	Water Main
US 70 16-inch Water Main Extension | Town of Clayton, NC	3,000	16	Water Main
East Clayton Area and Wilson's Mills Area Wastewater Facilities | Johnston County, Clayton, NC	62,000	16-20	Force Main
U.S. 301 Water Main Replacement | Fayetteville Public Works Commission, Fayetteville, NC	1,210	16-20	Water Main
Brunswick County Middleton Road Water Main | Brunswick County, Wilmington, NC	5,200	12-16	Water Main
Gilbert Road Water Main | Brunswick County, Supply, NC	13,000	16	Water Main
Monterey Heights | Cape Fear Public Utility Authority, Wilmington, NC	5,100	16	Water Main

ITEM. 2 EXPERIENCE WITH WATER AND WASTEWATER UTILITIES AND ENVIRONMENTAL PERMITTING

EXPERIENCE WITH WATER AND WASTEWATER UTILITIES

Simply put, water is what we do and our focus for decades has been assisting municipalities, local governments, and utilities with their critical water infrastructure needs. McKim & Creed ranks in the top 150 Environmental Firms in the US, the No. 28 Overall Design Firm in the Southeast, and top 150 Engineering News Record (ENR) Design Firms in the U.S.

We have worked with Pender County for over 30 years and have designed significant water and wastewater infrastructure for the County to include:

- *NC 133 Regional Pump Station and Force Main*
- *Heidi Trask High School Pump Station and Force Main*
- *Cape Fear Elementary Pump Station and Force Main*
- *Melinda K. Knoerzer Adaptive Ecosystem WWTP*
- *Rock Point/Topsail Districts 1, 3, 5*
- *Scotts Hill Water District*
- *Kiwanis & Annex Water Supply Wells*

We have worked with every major utility in coastal North Carolina including CFPUA, Brunswick County, Jacksonville, ONWASA, and the LCFWSA — and have designed numerous water and wastewater projects. Our knowledge of the Pender Commerce Park WWTP and infrastructure provides an unmatched knowledge that will allow us to provide a cost-effective approach to this project.

ENVIRONMENTAL PERMITTING

In review of the project requirements, environmental permitting for the project will include the following:

- **U.S. Army Corps of Engineers Wetlands Permit:** The proposed force main and water main routes will likely encounter wetlands that must be either open cut or installed via directional drill or other trenchless methods. Our team has permitted several million feet of water main in southeast North Carolina over the past two decades to include several hundred wetlands permits. Our team includes **Land Management Group (LMG)**, who has teamed with McKim & Creed on projects for over 20 years and will lead the efforts required to delineate and progress efficiently through the wetlands permitting process.
- **Coastal Area Management Permit (CAMA):** It is anticipated that a CAMA permit will be required where the new water main crosses navigable waters under CAMA jurisdiction. We anticipate a CAMA minor for most crossings; however, similar to wetlands permitting, the McKim & Creed/ LMG team has successfully permitted both major and minor CAMA permits for pipelines and other utility projects. **As an example, Mill Creek on U.S. 421 will likely require a directional drill and a CAMA minor permit.**
- **Environmental Assessment:** Based on the NCDEQ SEPA Thresholds, the project as proposed would not require a SEPA Environmental Assessment. However, if scoping (or funding agency) requires completion of an EA or other environmental investigations, our team, along with LMG, has successfully obtained FONSI's for multiple NEPA and SEPA projects similar in scope and nature to this project.
- **FEMA Flood Zone:** We do not anticipate any issues with the 100-year flood or FEMA flood zones; however, should this need arise, our team has successfully completed 100-year flood boundary Letter of Map Revisions (LOMRs) as required to obtain approvals for utility design and permitting. A primary regulatory requirement for the proposed pump station will require that the top of structure and electrical components be located at least two feet above the 100-year flood elevation.

ITEM. 3 ACCURACY ON PROJECT ESTIMATES

We believe one of the best indicators of a quality design is when the final project cost meets or is under the engineer's estimate.

McKim & Creed strives to establish and maintain excellent communication and coordination with Pender County continuously throughout the project. Pender County will be kept informed and therefore able to make crucial decisions when needed at key project milestones. Our approach to cost control presumes this relationship so that as the project progresses, McKim & Creed and Pender County, working together, can identify and coordinate cost savings. The integral relationship between McKim & Creed and Pender County is crucial to maintaining the project schedule and having the ability to tailor the work effort as needed.

The following provides a broad sample of McKim & Creed's ability to manage and control project costs.

PROJECT	ENGINEER'S ESTIMATE	BID COST	FINAL COST	% DIFFERENCE = BID TO FINAL COST
Northside Wastewater Treatment Plant Expansion/ Upgrade	$72,000,000	$68,522,000	68,148,155	-0.5%
ONWASA Northwest Water Reclamation Facility	$24,900,000	$24,437,638	$24,650,864	0.9%
West Water Main Expansion	$24,500,000	$18,485,105	$19,288,068	4.3%
Burgaw Wastewater System Improvements	$10,500,000	$7,018,612	$7,184,789	2.4%
North to Southeast RCW Water Transmission Main	$12,583,210	$10,863,110	$10,985,631	1.1%
Reclaimed Water Interconnect Project	$15,453,800	$14,160,050	$13,733,395	-3.0%
Barnard's Creek Pump Station Upgrade	$3,900,000	$3,676,581	$3,732,750	1.5%
East County Wellfield Relocation/ Expansion	$7,042,000	$6,896,772	$6,351,089	-7.9%
Manatee Agricultural Reuse System	$4,787,000	$4,632,309	$4,343,926	-6.2%
South County Potable Water Re-Pump Station	$6,455,205	$5,245,700	$5,136,282	-2.1%
Alline Avenue Stormwater PS, Phases I and II	$6,639,525	$4,821,600	$4,800,000	-0.4%
AVERAGE	**$18,876,074**	**$16,875,948**	**$16,835,495**	**-0.2%**

-0.2% UNDER FINAL COST

NATIONAL AVERAGE = 7.5%

ITEM. 4 ABILITY TO DELIVER PROJECTS ON TIME AND ON SCHEDULE

SCHEDULE

McKim & Creed recognizes the importance of expediting this project and maintaining the project schedule. Our team will develop and maintain a project schedule utilizing a Task Prioritization Strategy. With this approach, we identify critical path elements, prioritize those elements by schedule impact, and develop a strategy to address each element such that the overall project schedule is met or bettered. Specific to this project, primary strategies that we will employ to maintain or exceed the project schedule are briefly described as follows:

IDENTIFY MAJOR CRITICAL PATH ITEMS: Our initial approach will include development of a Basis of Design to identify the critical elements of the project. Concurrent with development of the Basis of Design, we will include an evaluation of critical path items. Based on the project scope as described in the RFQ, we anticipate the following that will impact critical path and will be addressed early in the project process:

- **Permitting:** NCDOT, CAMA, and Wetlands will all likely be impacted by the proposed water and force main. We will involve regulatory agencies early in the process.
- **Force Main and Water Main Routing/Easements:** We will work to design water and sewer mains for installation within NCDOT R/Ws where feasible; however, early analysis of routing will be conducted to determine if additional utility easements are required. It is noted that the County has a 24-inch transmission main installed along U.S. 421, which will be incorporated for final pipeline routing.
- **Material Lead Times:** Current market conditions and material lead times are a challenging aspect to current utility projects. We will assist the County in identifying schedule impacts and options to address this evolving issue.
- **WWTP Discharge Location:** as noted under **ITEM 6 (page 17)** of our proposal, determining the discharge location at the WWTP will be a key component to design of the project.

IDENTIFY TASKS THAT CAN BE COMPLETED CONCURRENTLY. The following is sample of key elements that can be conducted concurrently and early in the project process to expedite design and permitting.

- **Site Identification:** We understand that the pump station location has not yet been determined. We will work with the County and land owner(s) to identify potential sites to expedite acquisition of the property. As noted in our Project Approach, we will immediately begin identification of pump station site.
- **Route Analysis:** The evaluation of feasible routes for the new water main and force main can begin immediately to determine where easements may be required and where NCDOT encroachments may be feasible.
- **Begin Initial Survey Efforts:** Compiling existing background data will be key to progressing the project forward to include strategic Subsurface Utility Engineering and identification of property owners for potential easements.
- **Wetlands:** When routes and locations are identified, we will begin delineation of wetlands and other environmental issues immediately to identify impacts and additional information that will be required from the US Army Corps of Engineers or CAMA can be accomplished early in the process.
- **Establish Critical Path Milestones:** McKim & Creed's schedule will incorporate major milestones and detailed items required to maintain the critical path. We will work with Pender County to establish these milestones and maintain updated schedules throughout the process.

EVALUATE STRATEGIES TO MEET OR EXCEED SCHEDULE. If desired by Pender County, a number of strategies can be evaluated to improve the anticipated project schedule:

- **Develop "Permit Level" Set of Documents:** McKim & Creed can produce a permit level set of documents to submit for regulatory agency review. We have done this with many projects to enhance overall project schedule. We believe this can be done at the 60% to 90% design submittal and fully comply with regulatory requirements.
- **Bid Multiple Contracts:** Given the material lead times, it may be advantageous to bid the water main and force main as a single project and concurrently bid the force main as a separate project. This strategy could improve the schedule and serve to lower overall project costs.

With over 70 staff located in Wilmington and approximately 565 staff members company-wide, the McKim & Creed team has the necessary resources readily available and is committed to meet the project schedule.

ITEM. 5 EXPERIENCE WORKING WITH SUBCONSULTANTS

Simply put, as a multi-disciplined consultant, this is what we do. Virtually every significant municipal (or industrial, private, etc.) project that we undertake requires the management of a diverse array of subconsultants of various disciplines and multiple resources. Coordination of such resources to meet a prescribed schedule and produce the desired end product starts with the trusted leadership and proven track record. **Mr. Tony Boahn will be involved at every step of this project and will serve as the overall team leader, providing top-end management and coordination of the project team.** He will be the direct liaison to Pender County for the entire duration of this project. Mr. Boahn has successfully organized and managed a wide array of municipal water and wastewater projects from extensive water distribution and wastewater collection systems to advanced wastewater treatment facilities.

As important as leadership is a team that will complete the project. Our team is composed of team members and subconsultants who have worked together for years on numerous projects of significant complexity, and who have also worked together directly on Pender County projects.

The table below provides a sample of projects managed and coordinated by McKim & Creed with multiple and diverse engineering consultants/subconsultants:

With the exception of environmental permitting and geotechnical investigations, McKim & Creed has the ability to perform all services in-house for this project to include:

- ✓ Civil
- ✓ Hydraulic
- ✓ Mechanical
- ✓ Electrical
- ✓ Structural
- ✓ SCADA
- ✓ Survey & SUE
- ✓ Bid & Construction Phase Services

MCKIM & CREED'S MANAGEMENT OF SUBCONSULTANTS

PROJECT / CLIENT	SUBCONSULTANTS
NORTHSIDE WASTEWATER TREATMENT PLANT EXPANSION/ UPGRADE / CFPUA	*McKim & Creed* – Civil, Structural, Electrical, Architecture, Surveying *Hazen & Sawyer* – Process Mechanical, I&C, Bio-Solids *S&ME* –Geotechnical *Land Management Group* – Wetland Delineations, CAMA/404/401 Permitting *Tetra Tech* – River Modeling
SOUTHSIDE WW TREATMENT PLANT EXPANSION/UPGRADE DESIGN & PERMITTING / CFPUA	*McKim & Creed* – Civil, Structural, Electrical, Surveying *Hazen & Sawyer* – Process Mechanical, I&C, Bio-Solids, Architecture *ESI, Inc.* - Archaeological Investigations *S&ME* – Geotechnical *Land Management Group* – Wetland Delineations, CAMA/404/401 Permitting
NW REGIONAL WW TREATMENT FACILITY / ONWASA	*McKim & Creed* – Civil, Structural, Electrical, Surveying, SCADA *Geotechnologies* – Geotechnical Design *S&ME* – Geotechnical Construction *Edwin Andrews & Associates* – Hydrogeological Consultant & Infiltration Testing *Archaeological Consultants of Carolinas* – Archaeological Investigations *Design Elements* – Architecture and Mechanical/Plumbing *Morton Trucking Company* – Infiltration Basin Testing and Excavation
MELINDA K. KNOERZER ADAPTIVE ECOSYSTEM RECLAMATION FACILITY \ PENDER COUNTY	*McKim & Creed* – Civil, Structural, Electrical, Surveying, SCADA *S&ME* – Geotechnical *Eric Lappala* – Hydrogeological Consultant & Infiltration Testing *Design Elements* – Architecture and Mechanical/Plumbing *Land Management Group* – Wetland Delineations, CAMA/404/401 Permitting
CRABTREE VALLEY INTERCEPTOR / CITY OF RALEIGH	*Hazen & Sawyer* - Design Assistance and Tunneling Evaluations *George Finch Boney* - Design Assisstance from Historical Knowledge/Background of Existing System *Ramey Kemp* - Traffic Control Evaluations and Planning *Falcon* - Geotechnical Evaluations *SEPI* - Wetland Delineations *Withers & Ravenel* - Phase 1 and 2 ESA
POTABLE WATER SUPPLY AND NANOFILTRATION TREATMENT SYSTEM / CRAVEN COUNTY	*Harn R/O* - Pilot Study for Membrane Equipment Design Evaluations *Design Elements* - Architecture and Mechanical/Plumbing *Geotechnologies* - Design Geotechnical *GMA* - Groundwater Assessments for Design of Raw Water Wells, Assistance During Construction *Land Management Group* - Wetland Delineations, CAMA/404/401 Permitting *ECS* - Construction Materials Testing, Geotechnical Assessments and Special Inspections *Tetra Tech* - River Modeling for Concentrate Discharge *Skppers Well Drilling* - Test Wells
MCALPINE CREEK RELIEF SEWER PHASES 1, 2 AND 3 / CHARLOTTE WAYER	*Carolina Wetland Services* - Environmental Services and Permitting *Terracon Consultants* - Geotech *Gavel & Dorn Engineering* - Construction Observation, Materials Testing *ECS Carolinas, LLP* - Pre-Blast Surveys/Blast Monitoring

PROJECT / CLIENT	SUBCONSULTANTS
IRVIN'S CREEK RELIEF SEWER / CHARLOTTE WATER	*Carolina Wetlands Services* - Environmental Services and Permitting *Terracon Consultants* - Geotech *Gavel & Dorn Engineering* - Construction Observation, Materials Testing *ECS Carolinas, LLP* - Pre-Blast Surveys/Blast Monitoring
RAMAH CREEK INTERCEPTOR SEWER / CHARLOTTE WATER	Avioimage - Mapping Services Carolina Wetlands Services - Environmental Services and Permitting Terracon Consultants - Geotech Gavel & Dorn Engineering - Construction Observation, Materials Testing Sheild Engineering - Pre-Blast Surveys/Blast Monitoring

ITEM. 6 UNDERSTANDING OF SCOPE AND PROJECT CHALLENGES

The proposed project involves the installation of a wastewater pump station located at, or near, the intersection of Blueberry Road and U.S. 421. The location of the station has not been determined and will be identified as part of the preliminary design process. The force main will convey through approximately five miles of force main to the *Melinda K. Knoerzer Adaptive Ecosystem Facility (WWTP)* located at the Pender Commerce Park. Additionally, the project includes approximately 14,000 LF of 12-inch water main that will be installed along Blueberry Road from an existing 8-inch main on Riverland Drive to the existing 24-inch main on U.S. 421. This will comple a hydraulic loop of the County's water system in this area. The project scope for the selected consulting firm will include design, permitting, bid, and construction phase services for all aspects of the project.

Based on a preliminary review of the project components, we offer the following observations and/or project challenges that may be pertinent to the ultimate project design and configuration:

FORCE MAIN SIZE

The RFQ indicates that force main will be 10-inch diameter for the proposed 0.75-mgd pump station. Based on 0.75 mgd Average Daily Flow and a 2.5 minimum Peak Hourly Factor, the required pumping rate for this capacity would be 1,302 GPM and pipe velocity would be over 5 feet per second. Excluding static head, the friction loss at this flow rate through at 10-inch pipe (c=120) is approximately 310 ft (or 134 psi). We would recommend consideration of a 12-inch diameter force main if 0.75 mgd is the desired future capacity, which would serve to reduce the friction loss to 127 feet (or 55 psi) and 3.7 feet per second. **The cost of material between the 10-inch and 12-inch would likely be nominal and offset by the cost of increased electrical components, generator sizing, and recurring yearly electrical costs. The following provides a comparison of pipe size options.**

FORCE MAIN DIAMETER	PEAK PUMP RATE 2.5 FOR 0.75 MGD (GPM)	VELOCITY (FPS)	FRICTION LOSS (FEET)	STATIC (FEET - ASSUMED)	DISCHARGE PRESSURE (PSI)	MOTOR HP	GENERATOR SIZE (KW)
10-inch	1,302	5.3	309.3	20	143	155	235-250
12-inch	1,302	3.7	127.3	20	64	70	100-125

We recognize that 0.75 mgd is noted as a future capacity of the station and a smaller capacity and/or diameter force main may be desired initially; however, a parallel force main would likely be necessary if the full capacity was required in the future.

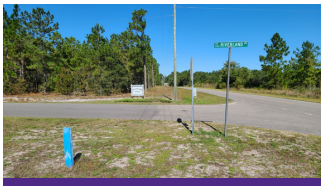
FORCE MAIN DISCHARGE LOCATION

Having designed sewer infrastructure and the WWTP located at the Pender Commerce Park (PCP), McKim & Creed has an intimate knowledge of sewer capacity and configuration. The WWTP design assumed that off-site future force mains would bypass the influent pump station and discharge directly to the headworks. Based on the required capacity, we believe this would be the most effective approach for the proposed project. The existing screen piping was provided with a stub-out to add a future screen and/or a new influent force main. This eliminates upgrade to the influent pump station and utilizes expansion concept for the WWTP. Additionally, the influent pump station is designed as an HDPE wetwell and may present challenges with a force main connection.

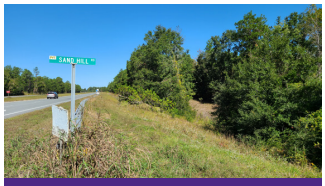
FORCE MAIN AND WATER MAIN ROUTING

As noted, the majority of the force main will be located in NCDOT R/W. However, we recommend utilizing easements on the west side of U.S. 421 adjacent to the PCP to minimize construction costs associated with work in the NCDOT R/W. Additionally, Water

Quality Way was designed with a dedicated corridor for up to four parallel sewer force mains on the north side of the road (2-inch - 16-inch and 2-inch - 24-inch) which would be ideal for the force main route. Pender County may want to consider installing a 16-inch force main from U.S. 421 along Water Quality Way to account for any future off-site flows and to maintain consistency with the overall Park Master Plan approach.



RIVERLAND DRIVE WATER MAIN CONNECTION POINT



DIRECTIONAL DRILL POTENTIAL MILL CREEK AT U.S. 421

MATERIAL DELAYS & COSTS

We in the utility and engineering industry are all too aware of the challenges associated with the procurement of equipment and material. This impacts everything from PVC pipe to electrical components and pumps. Our team will consult directly with our various contacts in the construction and vendor/supplier industry to advise Pender County on the most advantageous approach to completing the project on schedule and budget. Pre-purchase of materials may be beneficial given the cost and lead times that are currently present. Major items such as pipe, pumps, generators, and major electrical components could be pre-purchased by the County to reduce impacts to both cost and schedule. McKim & Creed has completed numerous pre-purchase efforts for our clients and can assist Pender County if this is a desired approach.

PUMP STATION SCREENING & ODOR CONTROL

Given the length of the force main (+/-5 miles), odor and/or adverse conditions may potentially occur prior to discharge to the WWTP. Based on this, we would recommend inclusion of an odor control facility at the new pump station, as long detention times can cause significant odor issues. Additionally, an in-line grinder would be of value to minimize solids deposition in the long force main and/or clogging of the pumps. The solids discharged from the station can be easily handled by the WWTP.

WWTP CAPACITY

We note that expansion of the WWTP is not included in this scope of work and the discussion herein is intended to provide 'food for thought' as the area and wastewater demands increase. As noted in the RFQ, 0.1 mgd of capacity is utilized at the WWTP with 0.4 mgd remaining. The proposed pump station can be permitted to match available plant capacity with provisions to upsize pumps, etc. as demands increase. A benefit to the project is replacing the dilution water currently used to dilute the ACME waste stream with domestic wastewater. The existing plant was designed for a combination of high-strength (0.1 mgd) and domestic strength (0.4 mgd) flow. Given the unique configuration of the plant, it may be possible to re-rate the facility with minimal capital cost investment, which could extend the life of the facility and delay a significant expansion.

ITEM. 7 STATE & LOCAL REGULATORY EXPERIENCE

McKim & Creed will diligently and aggressively work to secure the necessary permits on behalf of the County for this project. McKim & Creed has developed and maintains excellent working relationships with all local, state and federal regulatory agencies in North Carolina. Based on the project scope we anticipate the following permits:

SEWER PUMP STATION & FORCE MAIN

- NCDEQ Fast Track Sewer Permit
- NCDEQ Erosion Control Permit
- NCDEQ Stormwater Management Permit
- NCDOT Encroachment Agreement
- U.S. Army COE Wetlands Permit
- CAMA Permitting

WATER MAIN

- NCDEQ – PWS Public Water Supply Permit
- NCDEQ – Authorization to Construct
- NCDEQ Erosion Control Permit
- NCDEQ Stormwater Management Permit
- NCDOT – Encroachment Agreement
- CAMA Permit

ITEM. 8 EXPERIENCE WITH POTENTIAL FUNDING SOURCES

McKim & Creed is experienced in projects involving state and federal funding programs including Community Development Block Grant (CDBG), Economic Development Agency (EDA), United States Development Agency (USDA), Disaster Relief Initiative (DRI), State Revolving Fund (SRF), and State Revolving Loan (SRL).

The table, starting on the following page represents projects we are currently working on or projects where we have worked successfully with our clients to secure funding.

CLIENT | PROJECT	FUNDING	STATUS
Bay River Metropolitan Sewerage District (BRMSD)| Regional Wastewater Project	CWSRF	Completed
BRMSD | Reclaimed Water Treatment Facilities Redesign of 5 mgd Capacity	CWSRF	Completed
Beaufort County | Pantego Township Wastewater System Phase 1& 2	CWSRF	Completed
Buffalo Water District Hydraulic Improvements | Buffalo Water District Hydraulic Improvements	SRF	Completed
Cape Fear Public Utility Authority (CFPUA) | Marquis Hills ER and EID	CWSRF	Completed
CFPUA | Pump Station 12 Force Main Replacement/Rehab	CWSRF	Completed
CFPUA | Southside WWTP Rehabilitation	SRF	Completed
City of Hendersonville | Northside Water System Improvements	SRF	Ongoing
City of Hendersonville | Bethlehem Area Wastewater System Expansion	SRF	Completed
City of Goldsboro | Goldsboro Phase IV R&R	SRF	Completed
City of Jacksonville | Nano-Filtration WTP	DWI/ARRA	Completed
City of Jacksonville | Nano-Filtration WTP	DWI/ARRA	Completed
City of Raleigh | Crabtree Basin Wastewater System Conveyance Improvements	CWSRF	Completed
City of Raleigh | Crabtree Interceptor	SRF	Completed
Craven County | Potable Water Supply and Nano-Filtration Treatment System Final Design, Bid/Award and Construction	SRF	Completed
Craven County | West Craven Middle School Wastewater System Improvements	CWSRF	Completed
Craven County | Township No. 6 Water and Sewer District Improvements	CWSRF	Completed
Durham County | Triangle WWTP Improvements Phase III Biosolids Facility	SRF	Completed
Fayetteville Public Works Commission | Big Rockfish Creek Outfall	SRF	Ongoing
Johnston County | Wilson's Mills Water District WTP Service Line	SRF	Completed
Johnston County | WTP Upgrades	SRF	Completed
Johnston County | Cleveland Area Force Main and Reclaimed Water Line Extension	CWSRF	Completed
Johnston County | WTP 4th Filter Addition	CWSRF	Completed
Northampton County | Phase V Water System Improvements	USDA	Completed
Onslow County Water & Sewer Authority (ONWASA) | Summerhouse WWTP Minor EID/ER	SRF	Completed
ONWASA | Northwest Regional WRF	SRF/ARRA/USDA	Completed
ONWASA | Stump Sounds Phase I Wastewater	USDA	Completed
ONWASA | Multi-year Professional Services U.S. 17 Waterline Extension	USDA	Completed
Orange Water & Sewer Authority (OWASA) | West Cameron Water Main Replacement	SRF	Ongoing
Pender County | Solid Waste Transfer Station Modifications	CWSRF	Completed
Pender County | Rocky Point Phase 1 Water District	USDA	Completed
Pender County | Rocky Point Phase 3 Water District	USDA	Completed
Pender County | Rocky Point Phase 4 Water District	USDA	Completed
Pender County | Rocky Point Phase 5 Water District	USDA	Completed
Town of Atkinson | Water System Improvements Design Services	USDA	Completed
Town of Burgaw | Wastewater System Improvements	SRF/USDA	Completed
Town of Stedman | Wastewater Collection System	CWSRF	Completed
Town of Wendell | Water Distribution System Improvements	CWSRF	Completed
Town of Wendell | Buffalo Creek Interceptor	SRF	Completed
Town of Zebulon | Reclaimed Water System Expansion Preliminary Engineering Study and Report	CWSRF	Completed
City of Bunnell FL | Grant Funding Assistance and Piloting for WTP	USDA	Completed
City of Bunnell | WTP Ion Exchange	USDA	Completed

FEE SCHEDULE

Employee Classification	(Rate/Hour)
Engineering	
Principal	$295.00
Engineering Manager	$260.00
Project Manager III	$225.00
Project Manager II	$205.00
Project Manager I	$185.00
Technical Specialist	$270.00
Project Engineer IV	$215.00
Project Engineer III	$200.00
Project Engineer II	$165.00
Project Engineer I	$145.00
Engineer Intern	$133.00
Land Planner/Landscape Architect	$140.00
I&C Specialist III	$205.00
I&C Specialist II	$175.00
I&C Specialist I	$138.00
Programmer III	$185.00
Programmer II	$165.00
Programmer I	$130.00
Designer IV	$152.00
Designer III	$135.00
Designer II	$125.00
Designer I	$105.00
Sr. CAD Technician	$90.00
CAD Technician	$75.00
Sr. Project Administrator	$103.00
Project Administrator	$88.00
Administrative Assistant	$72.00
Construction	
Construction Administrator IV	$180.00
Construction Administrator III	$160.00
Construction Administrator II	$145.00
Construction Administrator I	$120.00
Project Representative III	$142.00
Project Representative II	$123.00
Project Representative I	$99.00
Field Services	
Field Technician I	$88.00
Field Technician II	$115.00
Field Services Manager	$138.00

Employee Classification	(Rate/Hour)
Surveying	
Sr. Surveyor/Project Manager III	$240.00
Sr. Surveyor/Project Manager II	$216.00
Sr. Surveyor/Project Manager I	$175.00
Project Surveyor	$137.00
Sr. Survey CAD Technician	$111.00
Survey CAD Technician	$95.00
Survey Technician	$85.00
Survey Field Supervisor	$106.00
Project Coordinator	$121.00
Field Survey Party 1 Person Crew	$111.00
Field Survey Party 2 Person Crew	$152.00
Field Survey Party 3 Person Crew	$216.00
GPS Mapping 1 Person Crew	$116.00
GPS Mapping 2 Person Crew	$157.00
RTK/VRS GPS 1 Person Crew	$121.00
RTK/VRS GPS 2 Person Crew	$165.00
Subsurface Utility Engineering	
Utility Engineering Sr. Project Manager.	$223.00
Utility Engineering Project Manager	$188.00
Utility Coordinator I	$159.00
Utility Engineering Technician I	$79.00
Utility Engineering Technician II	$94.00
Utility Engineering Analyst	$106.00
Utility Engineering Specialist	$141.00
Utility Engineering Party (2 Person Crew)	$181.00
Geospatial Information Systems	
GIS Specialist	$121.00
GIS Technician II	$99.00
GIS Technician I	$79.00
GIS Analyst I	$115.00
GIS Analyst II	$125.00
LiDAR Field Technician	$94.00
LiDAR Technician I	$84.00
LiDAR Technician II	$113.00
LiDAR Technician III	$135.00
Photogrammetric Technician	$109.00
Photogrammetrist	$160.00
Hydrographic Surveying	
Hydrographic Specialist I	$101.00
Hydrographic Specialist II	$111.00

EXPENSES

In addition to labor, McKim & Creed bills for the following project-related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at $0.85/mile; employee-owned vehicles used for transportation related to the project will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs. McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

Rates are valid through December 31, 2021.

SUBMITTED BY:

MCKIM & CREED | WILMINGTON, NC
910.343.1048 | MCKIMCREED.COM

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Allen Vann
DATE:	December 6, 2021
SUBJECT:	Consideration of Courthouse Files Relocation Expenses

SUMMARY:
The Courthouse files have exceeded the capacity of the allocated storage areas. Therefore, additional files need to be relocated to the leased space on West Fremont Street.

As a result of the relocation/redistribution of files, additional expenses will be incurred for moving as well as the additional furniture needs within the Courthouse. The various expenses associated with this transfer include:

1) moving services (The Contents Team)
2) file storage units and their installation (Brame)

These additional expenses will be covered within the Courthouse project code.

Note: Not all information related to costs was available at the time of this entry and will be provided to the Board for review ahead of the December 6 meeting date.

ACTION REQUESTED:
Please approve:
1) a purchase order to The Contents Team for moving and relocation of the files and dismantling of the existing shelving, and
2) a purchase order to Brame for file storage units, their delivery and installation.

Summary - File Storage Units - BRAME

Room 107, Special Proceedings = $4,120.66

Room 119, Estates = $5,669.09

Room 122, Criminal = $3,900.93

Room 301, Civil = $13,495.76

Room 309, Criminal = $11,494.12

Room 312, File Storage = $18,309.91

Room 314, File Storage = $8,446.18

Total for all seven spaces/rooms = $65,436.65

Therefore, Grand Total for File Storage Units and Installation = $65,436.65

Brame

Pender County - Courthouse Shelving 1 Date: 11/22/2021
Account Rep: Bonnie Dodd
b.dodd@bramespecialty.com / 910-622-7332

Item#	Description	Qty	List Price	Price	Extension	Image
107-Special Proceedings Clerk 4-Post						
SAFCO1326645	Shelving Project for Pender County Courthouse	1	$8,387.00	$3,480.61	$3,480.61	
				Subtotal	$3,480.61	
				Install	$379.50	
				Freight	$0.00	
			6.75%	Tax	$260.56	
				Grandtotal	$4,120.66	

Approved By

Signature: _____

- **Quote is Good for 30 Days.**
- **Payment Terms Net 20**
- **A 50% Deposit May Be Required for Special Order Furniture and for Initial Orders from New Customers**
- **A 3% Convenience Fee Will Be Added to Invoices Paid by Credit Card**
- **Submitting a resulting purchase order indicates acceptance of our Brame Furniture Terms & Conditions (https://www.brameco.com/furniture/termsandconditions.pdf)**

Brame

Pender County - Courthouse Shelving 3 Date: 11/22/2021
Account Rep: Bonnie Dodd
b.dodd@bramespecialty.com / 910-622-7332

Item#	Description	Qty	List Price	Price	Extension	Image
119-ESTATES DIVISION-4-POST						
SAFCO1326645	Shelving Project for Pender County Courthouse	1	$11,425.00	$4,741.38	$4,741.38	

	Subtotal	$4,741.38
	Install	$569.25
	Freight	$0.00
6.75%	Tax	$358.47
	Grandtotal	$5,669.09

Approved By

Signature: _____

- Quote is Good for 30 Days.
- Payment Terms Net 20
- A 50% Deposit May Be Required for Special Order Furniture and for Initial Orders from New Customers
- A 3% Convenience Fee Will Be Added to Invoices Paid by Credit Card
- Submitting a resulting purchase order indicates acceptance of our Brame Furniture Terms & Conditions (https://www.brameco.com/furniture/termsandconditions.pdf)

Brame

Pender County - Courthouse Shelving 4 Date: 11/22/2021
Account Rep: Bonnie Dodd
b.dodd@bramespecialty.com / 910-622-7332

Item#	Description	Qty	List Price	Price	Extension	Image
122-CRIMINAL DIVISION-4-POST						
SAFCO1326645	Shelving Project for Pender County Courthouse	1	$7,891.00	$3,274.77	$3,274.77	

	Subtotal	$3,274.77
	Install	$379.50
	Freight	$0.00
6.75%	Tax	$246.66
	Grandtotal	$3,900.93

Approved By

Signature: _____

- **Quote is Good for 30 Days.**
- **Payment Terms Net 20**
- **A 50% Deposit May Be Required for Special Order Furniture and for Initial Orders from New Customers**
- **A 3% Convenience Fee Will Be Added to Invoices Paid by Credit Card**
- **Submitting a resulting purchase order indicates acceptance of our Brame Furniture Terms & Conditions (https://www.brameco.com/furniture/termsandconditions.pdf)**

Brame

Pender County - Courthouse Shelving 5 Date: 11/22/2021
Account Rep: Bonnie Dodd
b.dodd@bramespecialty.com / 910-622-7332

Item#	Description	Qty	List Price	Price	Extension	Image
30" CIVIL FILES STORAGE 4-POST						
SAFCO1326645	Shelving Project for Pender County Courthouse	1	$27,263.00	$11,314.15	$11,314.15	

	Subtotal	$11,314.15
	Install	$1,328.25
	Freight	$0.00
6.75%	Tax	$853.36
	Grandtotal	$13,495.76

Approved By

Signature: _____

- **Quote is Good for 30 Days.**
- **Payment Terms Net 20**
- **A 50% Deposit May Be Required for Special Order Furniture and for Initial Orders from New Customers**
- **A 3% Convenience Fee Will Be Added to Invoices Paid by Credit Card**
- **Submitting a resulting purchase order indicates acceptance of our Brame Furniture Terms & Conditions (https://www.brameco.com/furniture/termsandconditions.pdf)**

Brame

Pender County - Courthouse Shelving 6 Date: 11/22/2021
Account Rep: Bonnie Dodd
b.dodd@bramespecialty.com / 910-622-7332

Item#	Description	Qty	List Price	Price	Extension	Image
309-CRIMINAL FILE STORAGE-4-POST						
SAFCO1326645	Shelving Project for Pender County Courthouse	1	$23,202.00	$9,628.83	$9,628.83	
				Subtotal	$9,628.83	
				Install	$1,138.50	
				Freight	$0.00	
			6.75%	Tax	$726.79	
				Grandtotal	$11,494.12	

Approved By

Signature: _____

- **Quote is Good for 30 Days.**
- **Payment Terms Net 20**
- **A 50% Deposit May Be Required for Special Order Furniture and for Initial Orders from New Customers**
- **A 3% Convenience Fee Will Be Added to Invoices Paid by Credit Card**
- **Submitting a resulting purchase order indicates acceptance of our Brame Furniture Terms & Conditions (https://www.brameco.com/furniture/termsandconditions.pdf)**

Brame

Pender County - Courthouse Shelving 7 Date: 11/22/2021
Account Rep: Bonnie Dodd
b.dodd@bramespecialty.com / 910-622-7332

Item#	Description	Qty	List Price	Price	Extension	Image
312-FILE STORAGE						
SAFCO1326645	Shelving Project for Pender County Courthouse	1	$37,063.00	$15,381.15	$15,381.15	
				Subtotal	$15,381.15	
				Install	$1,771.00	
				Freight	$0.00	
			6.75%	Tax	$1,157.77	
				Grandtotal	$18,309.91	

Standard Lead Time Is 22 Days

Approved By

Signature: _____

- Quote is Good for 30 Days.
- Payment Terms Net 20
- A 50% Deposit May Be Required for Special Order Furniture and for Initial Orders from New Customers
- A 3% Convenience Fee Will Be Added to Invoices Paid by Credit Card
- Submitting a resulting purchase order indicates acceptance of our Brame Furniture Terms & Conditions (https://www.brameco.com/furniture/termsandconditions.pdf)

Brame

Pender County - Courthouse Shelving 8 Date: 10/19/2021
Account Rep: Bonnie Dodd
b.dodd@bramespecialty.com / 910-622-7332

Item#	Description	Qty	List Price	Price	Extension	Image
314-JUDGES OFFICE-4-POST						
SAFCO1326645	Shelving Project for Pender County Courthouse	1	$17,084.00	$7,089.86	$7,089.86	

	Subtotal	$7,089.86
	Install	$822.25
	Freight	$0.00
6.75%	Tax	$534.07
	Grandtotal	$8,446.18

Approved By

Signature: _____

- **Quote is Good for 30 Days.**
- **Payment Terms Net 20**
- **A 50% Deposit May Be Required for Special Order Furniture and for Initial Orders from New Customers**
- **A 3% Convenience Fee Will Be Added to Invoices Paid by Credit Card**
- **Submitting a resulting purchase order indicates acceptance of our Brame Furniture Terms & Conditions (https://www.brameco.com/furniture/termsandconditions.pdf)**

THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

Client:	Pender County Round 3
Property:	100 South Wright Street Burgaw, NC 28425
Operator:	JULIE
Estimator:	Julie Veasey
Business:	1329 Management Way Raleigh, NC 27529

Business: (919) 710-0009

Type of Estimate:	Other		
Date Entered:	10/14/2021	Date Assigned:	
Date Est. Completed:	10/14/2021	Date Job Completed:	
Price List:	NCWI8X_OCT21		
Labor Efficiency:	Restoration/Service/Remodel		
Estimate:	21-0158		

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITION AND LIMITS OF OUR POLICY.
This is a preliminary estimate! Additional charges to the estimate may be estimate may be required for the actual repair. We acknowledge that in THE CONTENTS TEAM'S attempt to restore items that were damaged by fire, smoke, water, wind, vandalism or other traumatic occurrences, there is no guarantee that in all circumstances items can be restored to their original condition prior to the loss. In the case of items made of or covered with fabric, there may be shrinkage, fugitive colors, fabric separation, changes of texture , and other condition that can not reasonably be anticipated prior to cleaning. In the event that these items cannot to restored to the original conditions, normal recourse is to file an additional damage claim under the appropriate insurance policy provisions. The damage report is based on our inspection and does not cover additional materials or labor that may be required after work has begun. After the work has started. damaged materials that were not evident on the first inspection may be discovered. This is for immediate acceptance.

THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

21-0158

On Site

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Inventory, Packing, Boxing, and Moving charge - per hour	1,584.00 HR	0.00	35.67	0.00	56,501.28
2. Contents Evaluation and/or Supervisor/Admin - per hour	198.00 HR	0.00	50.20	0.00	9,939.60
3. Provide box, packing paper & tape - medium size	50.00 EA	0.00	3.45	0.00	172.50
4. Provide box, packing paper & tape - small size	700.00 EA	0.00	2.51	0.00	1,757.00
Totals: On Site				0.00	68,370.38
Line Item Totals: 21-0158				**0.00**	**68,370.38**

THE CONTENTS TEAM

1329 Management Way
Garner, NC 27529
Office- 1-877-482-8886
Fax 919-277-8887
www.thecontentsteam.com

Summary

Line Item Total	68,370.38
Replacement Cost Value	**$68,370.38**
Net Claim	**$68,370.38**

Julie Veasey

Pender County
Approval of an Appointment to the Surf City Planning Board

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of an Appointment to the Surf City Planning Board

SUMMARY:
Resolution to appoint Katrina Turner as the ETJ planning board member to the Surf City Planning Board. The Surf City Town Council finds Ms. Turner a qualified candidate for appointment and request the Pender County Board of County Commissioners approve her appointment to the Surf City Planning Board. Please see attached resolution.

ACTION REQUESTED:
Approve appointment of Katrina Turner to the Surf City Planning Board.

SURF CITY

NORTH CAROLINA

RESOLUTION No. 2021-24

RESOLUTION TO APPOINT KATRINA TURNER AS ETJ PLANNING BOARD MEMBER

WHEREAS: October 13, 2021, Katrina Turner filed an application with the Clerk's office for appointment to the Surf City Planning Board; and

WHEREAS: Ms. Turner resides at 707 Cockle Street Surf City, NC; within the Surf City ETJ; and

WHEREAS: the Surf City Town Council finds Ms. Turner a qualified candidate for appointment to the Surf City Planning Board; and

WHEREAS: the Surf City Town Council request the Pender County Board of Commissioners review Ms. Turner's application for residency requirements and approve his appointment to the Surf City Planning Board; and

THEREFORE IT BE RESOLVED:

by the Surf City Town Council that it hereby formally request the Pender County Board of Commissioners approval of Katrina Turner to the Surf City Planning Board.

This resolution is adopted this the 3rd day of November 2021.

Douglas C. Medlin, Mayor

Attest: _____
Carla P. Citarelli, Town Clerk

Seal

Pender County
Approval of reappointments and dates according to attached bylaws

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of appointments to the Pender Memorial Hospital Board of Trustees

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will. Denise Houghton is applying for reappointment to the Pender Memorial Hospital Board of Trustees. Ms. Houghton has served one term on the hospital board and represents District 1. If approved, this appointment will be for 3 years and expire December 31, 2024.

According to Article V, Section 2 of the Pender Memorial Hospital Board of Trustees the new appointment dates of members according to the bylaws revised on August 18, 2021 shall be based on the calendar year not the fiscal year. Therefore, the following 3 year appointments will expire dates are as follows:

Amy Logsdon-District 2-12/31/2023 1st Term
Willie Armstrong-District 3- 12/31/2023 1st Term
Tamara Savage-District 4-12/31/2022 2nd Term
Sonny Davis-District 5-12/31/2021 (position currently being advertised) for new appointment 1-1-2022

ACTION REQUESTED:
Approval of reappointment for Denise Houghton on the Pender Memorial Hospital Board of Trustees for a second term to expire 12/31/2024 and update the board on revised appointment term expirations.

THIRD AMENDED AND RESTATED
BYLAWS
of
PENDER MEMORIAL HOSPITAL, INCORPORATED

507 FREMONT STREET
BURGAW, NORTH CAROLINA 28425

Revised August 18, 2021

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ARTICLE I

DEFINITIONS

The following words and terms shall have the meanings assigned to them herein, unless some other meaning is plainly intended or unless otherwise required by the context:

1. The term "Board" or "Board of Trustees" means the Board of Trustees of Pender Memorial Hospital, Incorporated.

2. The term "Hospital" or "Corporation" means Pender Memorial Hospital, Incorporated, unless specified otherwise.

3. The term "Administrator" means the person employed by the Member (as defined herein) or its affiliate and serving as the site administrator at Pender Memorial Hospital in a role typical of a hospital President.4. The term "Medical Staff" means all duly licensed physicians and dentists who are privileged to practice in the Hospital.

5. The term "Physician" means an appropriately licensed Doctor of Medicine or Osteopathy.

6. The term "Dentist" means an appropriately licensed Doctor of Dental Surgery or Doctor of Dental Medicine.

7. The term "Practitioner" means other professionals who are privileged to attend patients in the Hospital as outlined in these Bylaws.

8. The term "Member" means Novant Health New Hanover Regional Medical Center, LLC, a North Carolina limited liability company.

ARTICLE II

PURPOSE, MISSION AND FISCAL YEAR

Section 1 **Purpose**: The purpose of Pender Memorial Hospital, Incorporated is to provide, within the resources available a permanent facility in Pender County, North Carolina committed to quality care, cure, remission and prevention of illness, without regard to race, creed, nationality or religious affiliation of the patients served.

Section 2 **Mission**: The mission of Pender Memorial Hospital, Incorporated, its Member and the Board is:

a. To conduct the affairs of the Hospital in a responsible, prudent manner which will reflect credit on the institution and engender a sense of community pride in the facility and its accomplishments.

b. To provide adequate Medical Staff, consistent with the role of the Hospital, through the concerted efforts of the Member, Board, Medical Staff, and Hospital Administration.

c. To provide facilities, consistent with the role of the Hospital as a community, not-for-profit, general service, acute care and long-term care healthcare facilities to meet the needs of the residents of Pender County and surrounding communities.

d. To strive, through sound financial and resource management by the Member, Board, and Administration, to remain current in its ability to deliver healthcare, shorten hospital stays and decrease morbidity.

e. To establish cooperative efforts with hospitals, planning agencies and community groups to be responsive to the health care needs of the people the Hospital services.

f. To develop public information and health education programs designed to promote public awareness, increase knowledge and understanding of the responsibility of the individual in the areas of health maintenance and prevention of disease.

g. To promote programs of the Member, Board, Medical Staff, and employees which will foster an enlightened quality of care, a continued response to patients' needs and an understanding of technological advances in the healthcare field.

Section 3 **Fiscal Year**: The fiscal year of Pender Memorial Hospital, Incorporated shall begin on January 1 and end on December 31.

ARTICLE III

OFFICES

Section 1 **Principal Office**: The principal office of the Corporation is located at 507 Fremont Street, Burgaw, Pender County, North Carolina.

Section 2 **Registered Office**: The registered office of the Corporation required by law to be maintained in the State of North Carolina may be, but need not be, identical with the principal office.

ARTICLE IV

MEMBER

Section 1 Membership: Novant Health New Hanover Regional Medical Center, LLC, a North Carolina limited liability company, shall be and is the only Member of the Corporation.

Section 2 Authority of Member: The affairs and operations of the Corporation and the exercise of all Corporate powers, except for those powers specifically reserved by the Corporation in the Articles of Incorporation, are delegated to the Member. These Bylaws, shall, to the extent, not reserved to the Board of Trustees in the Articles of Incorporation, be delegated to the Member,

who, consistent with such delegation of Authority to the Board of Trustees, may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted by law, by the Articles of Incorporation or by these Bylaws.

Section 3 Voting Rights: The Member shall have all voting rights of a Member permitted under North Carolina law. Notwithstanding the foregoing, the following actions will require the consent of both the Member and a majority of the Trustees:

1. Amendments to the Articles of Incorporation of the Corporation;

2. The dissolution of the Corporation;
3. The distribution of the assets of the Corporation;
4. The merger of the Corporation into another corporation; and
5. The sale of substantially all of the assets of the Corporation.

Section 4 Annual Meetings: An annual meeting of the Member shall be held each year, as provided in the Member's Operating Agreement. At such annual meeting, to the extent there are vacancies among the four (4) Member-appointed Trustees, then the Member shall appoint up to four (4) Trustees to the Board of Trustees, in accordance with the Articles of Incorporation of the Corporation, and shall transact such other business as appropriate.

Section 5 Special Meetings: Special meetings of the Member may be called by the Board, or by the Member. No business shall be transacted at a special meeting of the Member except as stated in the notice of such meeting.

Section 6 Record Date: For purposes of determining Members entitled to notice of or to vote at any meeting or in order to make a determination of Members for any other proper purpose, the Board of Trustees may fix in advance a date as the record date for determination of Members. Such record date shall not be more than 60 nor less than 10 days immediately preceding the date of the meeting or the date which the particular action ("action date") requiring such determination of members, is to be taken. In the event the Board of Trustees does not fix a date in advance, the record date is deemed to be 15 days preceding the meeting or action date necessitating the determination of members.

Section 7 Manner of Acting: Novant Health New Hanover Regional Medical Center, LLC, as the sole Member, may take action:

a. By granting its written proxy to any individual or individuals;

b. By resolution of its Board;

c. Through any of its officers pursuant to a resolution of the Member's Board granting said officer(s) such authority; or

d. Through any other lawful means, including without limitation action by unanimous written consent.

ARTICLE V

BOARD OF TRUSTEES

Section 1 **Powers and Responsibilities**: The Board shall carry out the powers and responsibilities delineated in Article VII of the Articles of Incorporation of the Corporation and these Bylaws.

Section 2 **Number, Appointment, Terms and Qualifications**: The Board of Trustees of the Corporation shall consist of eleven (11) persons appointed in accordance with the Articles of Incorporation. Except as provided otherwise in the Articles of Incorporation, a Trustee's appointment shall be for a term of three (3) years; provided, however, that the Chief of Medical Staff's term shall be fixed for the duration of his or her appointed role; and, provided further, that in the case of a Trustee appointed to fill the term of a Trustee who has resigned or been removed, such replacement Trustee will fill the remainder of the term of the Trustee he or she is replacing. A Trustee (except for the Chief of Medical Staff) is eligible to serve up to three (3) consecutive three-year terms; provided, however, that a Trustee whose initial service on the Board is by appointment to fill an unexpired term may be reappointed for three (3) consecutive three-year terms, upon completion of said unexpired term. After a Trustee has served three consecutive three-year terms, such Trustee shall not be eligible for reappointment until such Trustee has had a two-year break in service. No person shall be ineligible to be a trustee by reason of sex, race, religious faith, or political views or any other reason prohibited by law. All Trustees shall be of good moral character and at least twenty-one (21) years of age.

A Trustee's (other than the Chief of Medical Staff) term will be based on a calendar year, which shall be deemed to commence on January 1 of the year of appointment; provided, however, that appointments to fill mid-term vacancies caused by death, resignation, incapacity, or other cause, shall be effective as soon as practicable after such vacancy occurs, and shall be for the unexpired term of the position so vacated.

Section 3 **Removal of Trustees**: A Trustee appointed by the Board of County Commissioners of Pender County may be removed, with or without cause, by a three-fifths vote of all members of the Board of County Commissioners of Pender County. The Member may remove a Trustee appointed by the Member, with or without cause.

Section 4 **Attendance Requirements**: Three (3) or more unexcused absences in one fiscal year from the annual or regular meetings may be cause for review and recommendation for removal of the Trustee from the Board. If a Trustee must be absent from a particular meeting because of any bona fide reason, the Chairman shall be notified in advance and may excuse the absence which will then be noted in the minutes The Board may retroactively approve an absence with a meritorious excuse.

Section 5 **Vacancies**: If a vacancy on the Board occurs, the appointing authority who selected and appointed the Trustee whose seat is vacant shall fill such vacancy as soon as practicable after such vacancy occurs. The Trustee who is appointed to fill a vacancy shall serve in an interim capacity until completion of that portion of the departed Trustee's remaining term.

Section 6 **Meetings**

Section 6.1 **Place**: All meetings of the Board shall be held at Pender Memorial Hospital, Incorporated unless reasonable notice of change in location is given to the Trustees and others who are legally entitled to such notice. The Board may permit any or all Trustees to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may simultaneously hear each other during the meetings. A Trustee participating in a meeting by this means is deemed to be present in person at the meeting.

Section 6.2 **Annual Meeting**: The Annual Meeting of the Board shall be held in January. The agenda for the Annual Meeting of the Board of Trustees shall include the annual Board self-evaluation report, recognition of Trustees rotating off the Board, recognition of newly appointed Trustees, election of officers, and transaction of any such other business that may be properly brought before the meeting. The agenda of the annual, regular, or special meeting(s) may be modified, as necessary, by the Chairperson of the Board of Trustees.

Section 6.3 **Regular Meetings**: Regular meetings of the Board shall be held at least four (4) times each calendar year, and the Annual Meeting shall be one such meeting. The Board at each meeting shall establish the date, hour, and place of the next regular meeting and four (4) days advance notice shall be given for any changes.

Section 6.4 **Special Meetings**: Special meetings of the Board may be called at such times as the Chairperson or Vice Chairperson of the Board may deem desirable. Notice of such special called meetings shall be given by the Secretary by personal notice or by mailing notice at least three (3) days prior to the date of such specially called meetings.

Section 6.5 **Quorum**: A majority of the Trustees in office, which includes at least one (1) Trustee appointed by the Member, shall constitute a quorum at any regular or specially called meeting. If a quorum is not present at any meeting, those present will adjourn the meeting until such date and hour as a quorum may be present.

Section 6.6 **Written Consent**: Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all members of the Board consent thereto in writing, and such consent is filed with the minutes of the proceedings of the Board, whether done before or after the action so taken. A written consent without a meeting may be in electronic form and delivered by electronic means.

Section 7 **Compensation**: The Trustees shall not receive any stated salary or other compensation, except for reimbursement of expenses; provided that nothing herein shall be construed to preclude any Trustee from serving the Corporation in any other capacity and receiving compensation therefore.

Section 8 **Conflict of Interest**: All Trustees shall scrupulously avoid any conflict between their own respective interests and the interest of the Hospital in any and all action taken by them on behalf of the Corporation.

Section 8.1 It shall be the policy of the Board to require that each Trustee, prior to taking his or her position and annually thereafter, disclose in writing to the Chairman a list of all businesses or other organizations of which the Trustee or the Trustee's spouse is an officer, director, shareholder, member, owner or employee, or for which the Trustee or the Trustee's spouse acts as an agent. The Corporation shall provide a form for this purpose.

ARTICLE VI

OFFICERS AND COMMITTEES

Section 1 Description of Officers and Terms: The Officers of the Corporation shall consist of: the Chairperson of the Board, a Vice-Chairperson of the Board, a Secretary, and Treasurer. Officers of the Corporation shall be elected at the Annual Meeting of the Board and shall serve one (1) year until their death, resignation, retirement, disqualification, removal from office, or until their successors are duly appointed and qualified. No person shall serve more than two (2) consecutive terms as Chairperson.

Section 2 Chairperson: The Chairperson of the Board shall preside at all meetings of the Board, appoint the members of all standing and special committees, shall serve as the Chair of the Executive Committee of the Board, and perform such other duties as may be assigned by the Board. The Chairperson shall see that all orders, decisions, and resolutions of the Board are carried into effect.

Section 3 Vice-Chairperson: In the absence or disability of the Chairperson of the Board, the Vice-Chairperson shall have all the powers and shall perform all of the duties of the Chairperson.

Section 4 Secretary: The Secretary shall ensure that accurate records are kept of all meetings and proceedings of the Board.

The Secretary or his/her designee shall:

a. Have general custody of the corporate books and records.

b. Have custody of the Corporate Seal and shall affix the Corporate Seal to any lawfully executed instrument requiring it.

c. Receive and attend to all correspondence of the Board and shall ensure that proper notice is given of all meetings or other matters wherein notice is required by law or the Bylaws.

d. Sign such instruments as may require his or her signature, and, in general, shall perform all duties incident to the Office of a Secretary and such other duties as may be assigned to him/her from time to time by the Board.

Section 5 Treasurer: The Treasurer shall:

a. Require records to be maintained which will ensure the adequate preservation and accounting of all funds and securities of the Corporation.

b. Render, or cause to be rendered, a full account of the fiscal affairs of the Corporation to the Board or Member when called upon to do so.

c. Perform such other duties as may be assigned to him/her from time to time by the Board.

Section 6 Removal: Any officer elected by the Board of Trustees may be removed by a majority vote of the Trustees then in office whenever, in their judgment, the best interest of the Corporation shall be served thereby. The Board of Trustees may fill any vacancy in any office occurring after any Annual Meeting caused by death, resignation, incapacity, or other cause.

Section 7 Nominating Committee: The Chair shall appoint three (3) Trustees who shall serve as the Nominating Committee for purposes of making recommendations to the Pender County Board of Commissioners and to the Member regarding potential candidates to the Board of Trustees. One (1) of the committee members shall be selected from those Trustees appointed by Pender County; one (1) of the committee members shall be selected from those Trustees appointed by the Member; and the remaining committee member shall be the Chief of Medical Staff.

ARTICLE VII

ADMINISTRATOR

Section 1 **Appointment of the Administrator**: The Member or its designee shall serve as Administrator. The Administrator shall be charged with and given the authority for the management of the Hospital with respect to all matters pertaining to the operation of the Hospital, including without limitation, the exercise of the powers and authority delegated to the Member under the Articles of Incorporation and the Bylaws.

Section 2 **Duties of the Administrator**: The Administrator shall, from time to time, report to the Officers and the Board on all matters affecting the maintenance and operation of the Hospital and on its internal and external policies. The Administrator shall enforce all Rules and Regulations adopted pursuant to Article XIII hereof.

Except to the extent that any of the following conflict with the authority and power reserved in the Bylaws or Articles of Incorporation to the Board, the authorities and duties of the Administrator shall include:

a. Selection, employment, control and discharge of all employees.

b. Supervision of all business affairs such as the records of financial transactions, collection of accounts and purchase and issuance of supplies to the best possible advantage of the Hospital.

c. The execution of such contracts, including negotiable and non-negotiable instruments, as may be necessary to the general operation of the

corporation and Hospital in accordance with budgetary limits adopted or approved by the Member.

d. Maintenance of Hospital buildings and grounds in order to ensure that they are kept in a good state of repair.

e. Attendance at all meetings of the Board.

f. Cooperating with the Medical Staff in developing the best possible patient care.

g. The performance of any other duty that may be necessary in the best interest of the Hospital.

ARTICLE VIII

MEDICAL STAFF

Section 1 **Membership**: The Medical Staff shall consist of such physicians and dentists who are granted privileges by the Board to practice within the Hospital. Only physicians and dentists currently licensed to practice in the State of North Carolina shall be eligible for membership on the Medical Staff. Applicants shall also be required to provide sufficient documentation to convince the Board that they possess adequate education, experience, training and competence to insure that all patients treated by them in the Hospital will receive a high quality of health care. Applicants shall provide evidence, to the Board's satisfaction, that they will adhere to the ethics of their profession; and they are of good reputation and character. They will work harmoniously with others and they will not be disruptive to the usual orderly activities of the Medical Staff and Hospital. They shall be qualified for initial or continued appointment to the Medical Staff. A Doctor of Medicine or Osteopathy is on duty or on call at all times to serve the Hospital as needed.

Section 2 **Application**: Application for membership on the Medical Staff shall be made in writing on the prescribed form and submitted to the Board by way of the Administrator. The applicant shall, by his or her signature, signify his or her agreement to abide by the Bylaws of the Hospital and the Bylaws, Rules and Regulations of the Medical Staff. The applicant shall have the burden of producing adequate information for a proper evaluation of his or her competence, character, ethics and other qualifications and for resolving any doubts about such information, satisfactory to the Board.

Criteria for judging the qualifications of applicants to the Medical Staff shall be developed by the Medical Staff and approved by the Board.

Between regular meetings of the Board, the Chair, upon written concurrence of the Chief of the Medical Staff, has the right to grant temporary privileges to qualified physicians or dentists until the next regular meeting of the Board.

Section 3 **Appointment**: The procedure for appointment of physicians and dentists to the Medical Staff of the Hospital is outlined in the Medical Staff Bylaws. Upon recommendation of the Executive Committee of the Medical Staff (the "Medical Staff Executive Committee"), the

Board shall consider the appointments of physicians and dentists with adequate delineation of staff privileges. They shall be competent in their respective fields, of good character and professional standing, with demonstrated ability to work harmoniously with others. They shall be graduates of an accredited medical school or dental school approved by the Board, who are legally licensed to practice in the State of North Carolina, and who have agreed to abide by the Bylaws of the Hospital and the Bylaws, Rules, and Regulations of the Medical Staff. Initial appointments shall be for no more than two (2) years.

The procedure for consideration of appointments by the Board shall be as follows:

a. At its next regular meeting after receipt of a favorable recommendation from the Medical Staff Executive Committee, the Board shall act on the matter. If the decision of the Board is contrary to said recommendation and unfavorable to the applicant, the applicant shall have a right to a hearing as provided for in Section 6 of this Article.

b. In the event the recommendation of the Medical Staff Executive Committee is unfavorable to the applicant, the Board shall take no action on this matter until the applicant has exercised or has been deemed to have waived his or her right to a hearing and appeal from the final recommendation of the Medical Staff Executive Committee.

c. In the event the applicant waives his or her right to a hearing and an appeal regarding the recommendation of the Medical Staff Executive Committee, the Board shall act on the matter at the next regular meeting after the time for a request for a hearing and appeal has expired.

d. The fact that an unfavorable decision is held in abeyance shall not be deemed to confer privileges where none existed before.

e. Except as provided in the Bylaws of the Hospital and/or the Bylaws, Rules, and Regulations of the Medical Staff, no physician or dentist may treat or attend patients, or otherwise practice medicine or dentistry in the Hospital unless he or she has been duly appointed a member of the Medical Staff by the Board.

f. The Board may delegate to a committee (which shall consist of the Chairperson, Vice-Chairperson, Treasurer, Secretary and the Chief of Medical Staff) the consideration of physician and/or dentist applicants for appointment, reappointment, and clinical privileges for the Pender Memorial Hospital Medical Staff (the "Board Committee"); provided, however, that the Board Committee shall only be allowed to consider such applicants (i) who have received a favorable recommendation from the Credentials Committee of the Medical Staff (the "Credentials Committee") and the Medical Staff Executive Committee, and (ii) with respect to whom there is no evidence of any of the following:

(1) a current or previously successful challenge to any license or registration;

(2) an involuntary termination, limitation, reduction, denial, or loss of appointment or privileges at any other hospital or other entity; or

(3) an unusual pattern of, or an excessive number of, professional liability actions resulting in a final judgement against the applicant.

Any applicant who does not meet the foregoing conditions must be considered by the full Board as set forth in Section 3(g). Any decision reached by the Board Committee to appoint will be effective as of the date recommended by the Medical Staff Executive Committee and will be reported to the Board at its next meeting.

g. When consideration of an applicant has not been delegated to the Board Committee pursuant to Section 3(f), upon receipt of a recommendation that the applicant be granted appointment, reappointment and/or clinical privileges, the Board may:

(1) grant appointment, reappointment and/or clinical privileges as recommended; or

(2) refer the matter back to the Credentials Committee or the Medical Staff Executive Committee or to another source for additional research or information; or

(3) modify the recommendation of the Medical Staff Executive Committee.

h. If the Board disagrees with a favorable recommendation, it shall first discuss the matter with the Medical Staff Executive Committee. If the Board's determination remains unfavorable, the President of the Hospital will promptly send special notice that the applicant is entitled to request a hearing.

i. Any final decision by the Board to grant, deny, modify, or revoke appointment or clinical privileges will be disseminated to appropriate individuals and, as required, reported to appropriate entities.

Section 4 Reappointment: Acceptance by the physician or dentist of reappointment by the Board signifies his or her agreement to abide by the Bylaws of the Hospital and the Bylaws, Rules, and Regulations of the Medical Staff. Reappointment for Medical Staff privileges, submitted by the Medical Staff Executive Committee, shall be granted for a term not to exceed two (2) years.

In the event a member of the Medical Staff is denied reappointment, he shall be notified by the Administrator in writing of such decision by certified mail, return receipt requested. Upon

receipt of said notice of denial of said reappointment, said Member of said Medical Staff shall have a right to a hearing as provided for in Section 6 of this Article.

Section 5 Confirmation of Medical Staff Officers: Officers elected by the Medical Staff must be confirmed by the Board before taking office.

Section 6 Hearing upon Denial of Application for Membership, Reappointment of Privileges: When any physician or dentist receives notice of a decision by the Board that will adversely affect his appointment, reappointment, or status as a member of the Medical Staff regarding his or her exercise of clinical privileges. He or she shall be entitled to a hearing by a committee appointed by the Board as provided in the Fair Hearing Plan of the Medical Staff Bylaws. If such a hearing does not result in a favorable recommendation, he or she shall be entitled to an appellate review by the Board, as provided for in the Fair Hearing Plan of the Medical Staff Bylaws, before the Board makes a final decision on the matter.

Section 7 Suspension of Privileges: The Board may suspend the full Medical Staff membership or any portion of the clinical privileges of any member when necessary to protect the interest of the Hospital.

ARTICLE IX

CLINICAL PRIVILEGES FOR OTHER PRACTITIONERS

Medical Associates and Allied Health professionals as those terms are used in the Medical Staff Bylaws shall be governed by the prerogatives, responsibilities and conditions of appointment as set forth for the Medical Staff Bylaws as approved by the Board of Trustees. Nothing herein withstanding, appointment of Medical Associates and Allied Health professionals shall ultimately be the responsibility of the Board of Trustees considering the recommendation of the Medical Staff Executive Committee. Such appointment may be terminated at will by the Board of Trustees and shall not be entitled to hearing and appeal rights.

ARTICLE X

AUXILIARY SERVICE

There may be established an Auxiliary at Pender Memorial Hospital, Incorporated, which shall be named the Pender Memorial Hospital Auxiliary. The Member shall appoint the board of the Auxiliary.

The principal objective of the service shall be to promote the usefulness of the Hospital and to contribute to the welfare of its patients and personnel by sponsoring such projects and the board of the Auxiliary may approve activities.

The Auxiliary shall adopt and approve a written Constitution and Bylaws, which shall be consonant with the objects of this service. The Constitution shall provide for the organization of the Auxiliary and the Bylaws shall set forth guidelines within which members of the Auxiliary shall operate.

Such Constitution and Bylaws and any amendments thereto shall be submitted to the Member for its approval.

ARTICLE XI

CHAPLAINS' SERVICE

There may be established a Chaplains' Service at Pender Memorial Hospital, Incorporated which shall be named the Pender Memorial Hospital Chaplains' Service.

The purpose of this Chaplains' Service shall be to meet the spiritual, emotional, and ministerial needs of the patients at the Hospital.

ARTICLE XII

INDEMNIFICATION

Every director, trustee, officer, employee or agent of Pender Memorial Hospital past, present or future, shall be entitled to indemnification by Pender Memorial Hospital to the fullest extent permitted by the law of North Carolina for all reasonable expenses, including attorney's fees, and for any liabilities which he/she may incur by reason of being a party, or being threatened to be made a party, to any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, arising out of the fact that he/she is or was serving as a director, trustee, officer, employee or agent of Pender Memorial Hospital.

ARTICLE XIII

RULES AND REGULATIONS

The Member shall adopt certain Rules and Regulations as may be necessary to establish policies and procedures pertinent to the operation of the Hospital.

ARTICLE XIV

AMENDMENTS

Section 1 By the Board: These Bylaws may only be amended, altered or rescinded by the Board at a regular or specially called meeting by affirmative vote of a two-thirds majority of Trustees present at such meeting. The Board may only make, alter, amend or rescind these Bylaws, Rules and Regulations provided that such making, altering, amending or rescinding is not in conflict with the power and authority delegated to the Member and there is a quorum present and that a full statement of such proposed alteration, amendment or rescission shall have been published in the notice calling the meeting. Such notice shall be given at least three (3) days prior to the meeting. Notwithstanding the foregoing, the Board of Trustees shall not adopt an

amendment, which shall alter, revoke or impair the authority of the Member to manage the affairs of the Corporation without the consent of the Member.

IN WITNESS WHEREOF, these Bylaws are hereby adopted as amended.

COMPANY:

PENDER MEMORIAL HOSPITAL, INC.

By: Tamara Estes Savage, PhD

Name: Tamara Estes Savage, PhD

Title: Board Of Trustees Chair

Date: 10/8/2021 | 1:04 PM PDT

SOLE MEMBER:

NOVANT HEALTH NEW HANOVER REGIONAL MEDICAL CENTER, LLC

By: DocuSigned by: Jim Hundley, Jr. 630B8F89D4534E0...

Name: Jim Hundley, Jr.

Title: Chairman

Date: 10/25/2021 | 1:59 PM EDT

Pender County
Approval of an Appointment to the Pender Memorial Hospital Board of Trustees

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of appointments to the Pender Memorial Hospital Board of Trustees

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will. Myra McDuffie and Teresa King are applying for appointment to the Pender Memorial Hospital Board of Trustees. The open position is for a District 5 vacancy. Attached is their applications and resume. This appointment will be for 3 years and expire December 31, 2024.

According to Article V, Section 2 of the Pender Memorial Hospital Board of Trustees the new appointment dates of members according to the bylaws revised on August 18, 2021 shall be based on the calendar year not the fiscal year.

ACTION REQUESTED:
Approval of appointment to the Pender Memorial Hospital Board of Trustees

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION			
Last Name: McDuffie	First: Myra	M.I.: F	Date: 10/15/2021
Physical Address: 110 N Wright Street			Apartment/Unit #:
City: Burgaw	State: NC		ZIP: 28425
Mailing Address (if different from above):			
City:	State:		ZIP:
Home Phone: 910-300-6317	Work Phone: 910-300-6139		E-mail Address 1: myra_2525@yahoo.com
Fax Number:			E-mail Address 2:
Board Interest(s): Pender Memorial Hospital Board			
How long have you been a resident of Pender County? 16 years			

EDUCATION								
High School: Sarah J Hale					Location: Brooklyn, NY			
From		To	1986	Did you graduate?	YES ☑	NO ☐		
College	Long Island University				Location: Brooklyn, NY			
From		To	1991	Did you graduate?	YES ☑	NO ☐	Degree: BS Respiratory Therapy	
Other	Nyack Christian College				Location: Nyack NY			
From		To	2006	Did you graduate?	YES ☑	NO ☐	Degree: Masters of Science in Organizational Leadership	

EMPLOYMENT HISTORY		
Current Employment	MeMa's Chick'n' & Ribs	Job Title: Owner/Operator
Responsibilities	All aspects of running a full service restaurant and catering service	
Previous Employment	Downstate Medical Center	Job Title: Respiratory Therapist
Previous Employment	Bellevue Hospital	Job Title: Assistant Director of Respiratory
Previous Employment	He's Able Trucking Company	Job Title: Owner

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Youth Director at Hall's Chapel Church
Secetary of Veteran Owned Veteran Grown

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☑ NO ☐ If yes, explain (including length of service).
Tourism Development Authority
Burgaw Area of Chamber of Commerce

State reasons why you feel qualified for this appointment(s):
I have 30 years as a health care professional and I love this community. My husband is a burgaw native and I have a love for serving this town. My passion for healthcare, children, elderly, community growth and business has fueled my desire to serve on this board. Given the opportunity I will do my best for all residents.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☑ If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☐ NO ☐ If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Myra McDuffie	Date	11/18/2021

Myra McDuffie
110 N Wright Street
Burgaw, NC 28425
910-789-2536
myra_2525@yahoo.com

OBJECTIVE: Experienced and forward-thinking individual with proven visionary leadership and communication skills, seeking to utilize over 30 years of hospital experience as a member of the Pender Memorial Hospital Board of Trustees. Providing exceptional community relations, problem-solving aptitude, and strategic planning abilities. I am looking to be apart of a team that is ready to provide Pender County an area of cultural transformation with diversity, equality, equity, and inclusion solutions that will allow for measurable outcomes resulting in sustainable change.

EDUCATION: Long Island University Brooklyn, NY
Bachelor of Science in Respiratory Therapy 05/1993

Nyack Christian College Nyack, NY
Master of Science in Organizational Leadership 11/2006

EXPERIENCE:
MeMa's Chick'n' & Ribs Restaurant, Burgaw, NC
Owner/Operator 02/17 – **Present**
Duties include ALL aspects of day-to-day management of a full-service restaurant.

New Vanderbilt Nursing and Rehab, *Assistant Director,* SI, NY 10/13-6/15
Duties included: Ventilator management for long term care residents following procedures and protocols of the facility. Weaning and complete Tracheostomy care, oxygen therapy, breathing treatments, chest physiotherapy and Bipap/Cpap set-ups as per physician orders.

Travel Respiratory Therapist, Duties included: All aspects of respiratory therapy for the Adult Trauma and Floor, Pediatrics and NICU population. Ventilator management, ABG's and breathing treatments administered by physician orders. Hospital documentation, education, and training for patients all within scope of licensure.
*Guidance Staffing Agency
*Club Staffing Travel Agency
*Titian Medical Travel Agency
Carolina Medical Center, Charlotte, NC 07/15 – 06/16
Downstate Medical Center, Brooklyn, NY 10/13 – 11/15
Piedmont Medical Center, Rock Hill SC 02/13 – 7/13
Lowell Medical Center, Lowell, MA 06/09 – 08/10
HealthAlliance Hospital, Leominster, MA 04/08 – 07/09
Chester Medical Center, Chester, SC 01/08 – 08/08
Baystate Franklin Medical Center, Greenfield, MA 5/07 -11/07
Wallace Thompson Hospital, Union, SC 1/07 - 5/07
He's Able Trucking Company, *Manager*, Burgaw, NC 09/10 – 05/15
Duties included: All dispatching and coordinating over the road drivers for pick up and deliveries for varies companies within 48 states.

Advance Homecare, *Respiratory Manager* Charlotte, NC 12/04-01/07
Duties included: Responsible for timely employee performance evaluations. Set department goals and monitor for opportunities to improve. Responsible for staffing, operations, planning and promotion. Strives to maintain a respiratory therapy practice with clinical futuristic approach. AHC is the leader in oxygen, BIPAP/CPAP clinics in the southern region.

Elizabeth Place, *Director of Respiratory Care* Charlotte, NC 03/04-05/05
Duties included: Responsible for the overall management of respiratory services at this ventilator dependent nursing home facility. Under the authority delegated by the administrator, I had specific responsibilities intended to ensure appropriate clinical and business operations that promoted the objectives, philosophy and values of the facility while providing a high quality of care to each resident served.

Piedmont Medical Center, *Respiratory Therapist (PRN)* Rock Hill, SC 02/02 -03/04
Duties included: All aspects of respiratory care and ventilator management of adult and pediatric population aerosol and nebulizer therapies. ABG draws and analyze.

Medserve, *Lead Respiratory Therapist (PRN)* Rock Hill, SC 10/03 - 05/04
Duties included: Provided Pulmonary Rehabilitation using approved evidence-based modalities. Educational clinics for the COPD / CHF patient. Weaning oxygen and patient independence always top priority to maximize their goals.

Kindred Hospital, *Respiratory Therapist (PRN)* Greensboro, NC 06/01 - 12/03
Duties included: Long term ventilator and trach care management to critically ill patients.

Forsyth Medical Center, *Respiratory Therapist (PRN)* Winston-Salem, NC 02/01-02/02

Duties Included: Ventilator patient management, medical gas and aerosol therapy, homodynamic monitoring, equipment maintenance, arterial puncture and sampling, sputum induction and office and data management.

American Red Cross, *Instructor* Winston-Salem, NC 11/00 - 11/02
Duties included: CPR instructor, emergency response, workplace training- SFA/AED and community first aid& safety.

Bellevue Hospital Center, *Respiratory Therapist* New York, NY 04/92 - 10/00
Duties included: Evaluation of patients clinically and at home, patient ventilator management, Consultations, staff in-service, public relations coordination of patient care systems, oxygen and aerosol therapy, Physician referrals, discharge planning support system, team player organizing policy and procedure for Joint Commission. Patient floor therapy, all critical care units, and every aspect of respiratory therapy.

AFFILIATION:
American Association for Respiratory Care
American Heart Association
AARC
ACLS and BLS Certified with American Heart Association
NRP
PALS
RRT
NC, SC, NY, CA, MA and Iowa Licensed
Burgaw Area Chamber of Commerce Member
Burgaw Tourism Development Authority
Wilmington Chamber of Commerce
REFERENCES: Upon Request

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION								
Last Name	King	First	Teresa (Terri)	M.I.	A.	Date	11-20-2021	
Physical Address	1134 Penderlea Hwy			Apartment/Unit #				
City	Burgaw	State	North Carolina	ZIP	28425			
Mailing Address (if different from above)	1134 Penderlea Hwy							
City	Burgaw	State	North Carolina	ZIP	28425			
Home Phone	(910) 259-5547	Work Phone	(910) 452-4070	E-mail Address 1	bklawman@ec.rr.com			
Fax Number				E-mail Address 2	Kingterri1955@gmail.com			
Board Interest(s)	Pender Memorial Hospital							
How long have you been a resident of Pender County?	43							

EDUCATION								
High School	East Rutherford High School			Location	Forest City	NC		
From	1969	To	1973	Did you graduate?	YES ☑	NO ☐	Diploma	
College	James Sprunt Community College			Location	Kenansville	NC		
From	1988	To	1991	Did you graduate?	YES ☑	NO ☐	Degree	Diploma
Other	Nursing - James Sprunt			Location	Kenansville	NC		
From		To		Did you graduate?	YES ☐	NO ☐	Degree	

EMPLOYMENT HISTORY			
Current Employment	Liberty Commons Rehabilitation	Job Title	Director of Nursing
Responsibilities	Plans, coordinates and manages the nursing department. Responsible for the overall direction, coordination ...		
Previous Employment	Bradley Creek Health Center	Job Title	Director of Nursing
Previous Employment	New Hanover Regional	Job Title	Manager 8 North/House Supervisor/Administrative ...
Previous Employment	Pender Memorial Hospital	Job Title	22 Years - Coordinator for Acute Care Clinical ...

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Charter Member of Pender County Spring Festival
Charter Member of American Business Women's Association
Blueberry Festival Committee Member
Pender County Health Department Board Member
Pender County Health Department Chairman
Partipated in Rotary Club in association with Tucker Electric Co.
The following were projects I facilitated in conjunction with the PMH President:...

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☑	NO ☐	If yes, explain (including length of service).
		Chairman of Pender County Health Department

State reasons why you feel qualified for this appointment(s):
I have been a member of this community for 43 years. My late husband Jimmy Tucker and his father had a long established Electrical Company in Burgaw. I chose to enter Nursing school in 1988. I had 3 children by then and they attended Burgaw Elementary School. They were very involved in the community through ball, dance, festivals, school events and church. We were members of Burgaw Baptist Church where I served as a Missionary Friends teacher. I loved Burgaw and knew I wanted to serve the community in some capacity. Three months from graduation my husband was killed in a tragic motor vehicle accident. Of course his parents were devastated as were the children and I. I graduated from Nursing school in May of 1991 and began my career at PMH in September of 1991. I worked in the OR for a year. I became an Emergency Nurse for many years and finished my time at PMH managing a grant which affected Pender and surrounding counties. I was proud of the confidence that Ruth Glaser, President had placed in me and that I had also created revenue generating services. My husband Bill King served as Police Chief for many years so our family is vested in this community. If I am chosen to be on the Board of Directors of PMH I would serve the hospital and the community proud.....

MILITARY SERVICE

Branch None	From	To
Rank at Discharge	Type of Discharge (optional)	

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐	NO ☑	If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☐	NO ☑	If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.
I feel my current and past positions in Nursing and the Medical field in general wil allow me to contribute not only on decisions regarding processes but budget items also. I have been in a position of leadership and management for many years and I know this would benefit my ability to be successful in this position. Communication is a strength I am often praised for along with respect for my colleagues. I am hopeful the Board will recognize these qualities. Thank you for your consideration.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date

Pender County
Reappointments to the Pender County Voluntary Agricultural District Board

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of reappointment to the Pender County Voluntary Agricultural District Board

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will. Gene Jordan is applying for reappointment to the Pender County Voluntary Agricultural District Board. Mr. Jordan has served two terms on the board. If approved, this appointment will be for 3 years and expire August 31, 2024.

ACTION REQUESTED:
Approval of reappointment for Gene Jordan to the Pender County Voluntary Agricultural District Board

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION

Last Name: Jordan | First: Samuel | M.I.: E | Date: 8/27/18

Physical Address: 189 Cutters Trail | Apartment/Unit #:

City: Burgaw | State: NC | ZIP: 28425

Mailing Address (if different from above): PO Box 925

City: Burgaw | State: NC | ZIP: 28425

Home Phone: 910-259-2881 | Work Phone: | E-mail Address 1:

Fax Number: 910-259-1505 | E-mail Address 2:

Board Interest(s): Best Interest of this community in agriculture awareness.

How long have you been a resident of Pender County? 50 years

EDUCATION

High School: Burgaw High | Location: Burgaw, NC

From: | To: | Did you graduate? YES [■] NO [ ]

College: UNCW | Location: Wilmington, NC

From: | To: | Did you graduate? YES [■] NO [ ] Degree: Business

Other: Miller Motte | Location: Wilmington,NC

From: | To: | Did you graduate? YES [■] NO [ ] Degree: Business

EMPLOYMENT HISTORY

Current Employment: Retired | Job Title:

Responsibilities:

Previous Employment: Pender Co. Farm Bureau | Job Title: Agency Manager

Previous Employment: | Job Title:

Previous Employment: | Job Title:

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Pender Co. Voluntary Agriculture Board, Pender Soil and Water Conservation District, Area Representative NC Farm Bureau, Cape Fear Future, Pender Co. Smart Start Chairman, Four County Electric Sec/Treas., Wilmington Association Life Under Writer President, Tarheel Appaloosa Association President

RECEIVED
SEP 07 2018
BY:

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☑ NO ☐ If yes, explain (including length of service).

Pender County Voluntary Agriculture District Board

State reasons why you feel qualified for this appointment(s):

Helped establish the ordinance for this board.
Served since the establishment.
NC Agriculture is important to our economy and awareness is the best way to educate the public.

MILITARY SERVICE

Branch US Navy From 1969 To 1980

Rank at Discharge Second Class Petty Officer Type of Discharge (optional) Honorable

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☑ If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☐ NO ☑ If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature Samuel Eugene Jordan Date 8/27/18

Pender County
Reappointment to the Pender County Voluntary Agricultural District Board

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of reappointment to the Pender County Voluntary Agricultural District Board

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will. Scott Wells is applying for reappointment to the Pender County Voluntary Agricultural District Board. Mr. Wells has served two terms on the board. If approved, this appointment will be for 3 years and expire August 31, 2024.

ACTION REQUESTED:
Approval of reappointment for Scott Wells to the Pender County Voluntary Agricultural District Board

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION

Last Name: Wells | First: Earl | M.I.: S | Date: 9/6/18

Physical Address: 663 Croomsbridge Rd | Apartment/Unit #:

City: Burgaw | State: NC | ZIP: 28425

Mailing Address (if different from above):

City: | State: | ZIP:

Home Phone: 910-279-2262 | Work Phone: | E-mail Address 1: swellsfamily@yahoo.com

Fax Number: | E-mail Address 2:

Board Interest(s):

How long have you been a resident of Pender County? 49 years

EDUCATION

High School: Pender High School | Location: Burgaw, NC

From: | To: 1987 | Did you graduate? YES ☑ NO ☐

College: | Location:

From: | To: | Did you graduate? YES ☐ NO ☐ | Degree:

Other: | Location:

From: | To: | Did you graduate? YES ☐ NO ☐ | Degree:

EMPLOYMENT HISTORY

Current Employment: Self-Empolyed | Job Title: Farming

Responsibilities:

Previous Employment: | Job Title:

Previous Employment: | Job Title:

Previous Employment: | Job Title:

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

RECEIVED
SEP 07 2018
BY:

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☑ NO ☐ If yes, explain (including length of service).

Currently serving Pender County Voluntary Agriculture District Board

State reasons why you feel qualified for this appointment(s):

Being a farmer I know the importance and understanding of the farming community and how it can affect the economic growth.

MILITARY SERVICE

Branch

From To

Rank at Discharge

Type of Discharge (optional)

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☑ If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☐ NO ☑ If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature Earl Scott Wells Jr Date 9/6/18

Pender County
Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will. Thomas Dareneau is applying for reappointment to the Pender County Nursing/Adult Care Homes Advisory Board. Mr. Dareneau has served two terms on the board. If approved, this appointment will be for 3 years and expire June 30, 2024.

ACTION REQUESTED:
Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

Pender County
Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will. Carol Tutherow is applying for reappointment to the Pender County Nursing/Adult Care Homes Advisory Board. Ms.Tutherow. has served one term on the board. If approved, this appointment will be for 3 years and expire June 30, 2024.

ACTION REQUESTED:
Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

Pender County
Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will. Susan Knox is applying for reappointment to the Pender County Nursing/Adult Care Homes Advisory Board. Ms. Knox has served one term on the board. If approved, this appointment will be for 3 years and expire June 30, 2024.

ACTION REQUESTED:
Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

Pender County
Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

TO:	Board of County Commissioners
FROM:	Tera Cline
DATE:	December 6, 2021
SUBJECT:	Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

SUMMARY:
The County Clerk advertises vacancies on boards, commissions, committees, tasks forces, etc. The County Clerk serves only clearinghouse functions with respect to the appointment process; no influence is exerted in this role. Commissioners are welcome to recruit applicants, or citizens may apply of their own free will. Mary Fortunado is applying for reappointment to the Pender County Nursing/Adult Care Homes Advisory Board. Ms. Fortunado has served one term on the board. If approved, this appointment will be for 3 years and expire June 30, 2024.

ACTION REQUESTED:
Approval of Reappointment to the Pender County Nursing/Adult Care Homes Advisory Committee

Pender County
Request for Board Action

TO:	Rocky Point-Topsail Water & Sewer Board
FROM:	Kenneth Keel
DATE:	December 6, 2021
SUBJECT:	Approval of Sale of RPTWSD Property to NCDOT for Hampstead Bypass Project

SUMMARY:
The construction of the Hampstead Bypass requires a portion of the Rocky Point-Topsail Water & Sewer District property that was previously used as the Hampstead Solid Waste Convenience Center. The property is not currently being used by RPTWSD. The NCDOT appraisal of the property was previously discussed and found to be appropriate. About half of the property is concrete paved, and NCDOT has agreed to remove the existing concrete on the entire property (the portion to be sold as well as the remaining area that RPTWSD will retain) as part of its construction project. Due to a separate stormwater issue, all the concrete needs to be removed.

Sale price of the 0.481 acres is $205,825.

ACTION REQUESTED:
Approve sale of 0.481 acres of the property with PIN # 3293-98-7023-0000 to NCDOT for the Hampstead Bypass

ATTACHMENTS:
Deed for Highway Right of Way (for Chairman's signature)
NCDOT letter of commitment to remove all concrete from property
Vendor Registration Form (for completion by the PC Finance Dept)

Revenue Stamps $ 412.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Eric Ray CHECKED BY Lance Laliberte

The hereinafter described property ☐ Does ☒ Does not include the primary residence of the Grantor

RETURN TO: TELICS Right of Way Services
2540 Mill Street
Winterville, NC 28590

NORTH CAROLINA
COUNTY OF Pender
TAX PARCEL 3293-98-7023-0000

TIP/PARCEL NUMBER: R-3300B 088
WBS ELEMENT: 40237.2.5
ROUTE: Hampstead Bypass from South of NC 210 to US 17N of Hampstead

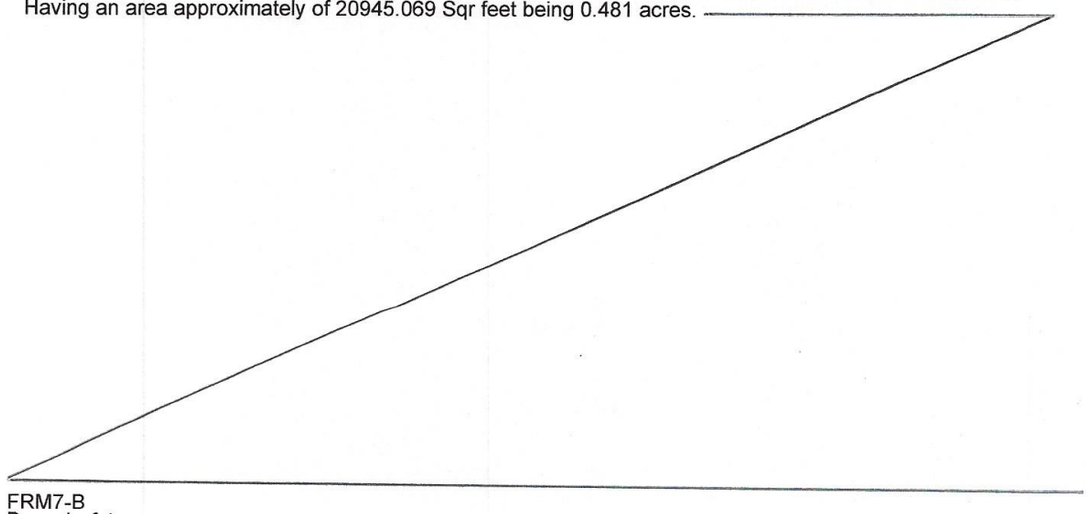
THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 ____ by and between Rocky Point Topsail Water and Sewer District
P.O. Box 5
Burgaw, NC 28425

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of $ **205,825.00** agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE (together with any provisions relating to abutter's rights of access which may be hereinafter stated), that certain property located in Topsail Township, Pender County, North Carolina, which is particularly described as follows:

Point of beginning being N 35^27'42.6" E, 140.609 feet from -Y32- Sta. 14+00 thence to a point on a bearing of N 42^46'15.7" W 102.699 feet thence to a point on a bearing of S 21^46'48.9" W 98.003 feet thence to a point on a bearing of S 48^5'25.7" W 231.550 feet thence to a point on a bearing of S 42^43'52.0" E 59.622 feet thence to a point on a bearing of N 48^1'29.2" E 320.090 feet returning to the point and place of beginning. Having an area approximately of 20945.069 Sqr feet being 0.481 acres.



COUNTY: Pender **WBS ELEMENT:** 40237.2.5 **TIP/PARCEL NO.:** R-3300B 088

IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Permanent Utility Easement described as follows:
Point of beginning being S 81^56'10.6" W, 221.806 feet from -Y32- Sta. 14+00 thence to a point on a bearing of S 42^43'52.0" E 33.550 feet thence to a point on a bearing of N 48^5'25.7" E 53.709 feet thence to a point on a bearing of N 60^16'26.4" W 47.768 feet thence to a point on a bearing of S 31^19'41.5" W 40.877 feet returning to the point and place of beginning. Having an area of approximately 1876.811 Sqr feet being 0.043 acres.

Said Permanent Utility easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Utility Easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Temporary Utility Easement described as follows:
Point of beginning being N 4^46'36.7" W, 223.616 feet from -Y32- Sta. 14+00 thence to a point on a bearing of S 46^56'47.9" W 81.390 feet thence to a point on a bearing of S 50^40'14.4" E 20.000 feet thence to a point on a bearing of N 46^39'30.9" E 78.645 feet thence to a point on a bearing of N 42^46'15.7" W 19.428 feet returning to the point and place of beginning. Having an area of approximately 1570.652 Sqr feet being 0.036 acres.

Said Temporary Utility Easement is for the installation and maintenance of utilities at any time during the existence of this easenment, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said Temporary Utility Easement for the purpose of inspecting said utility lines and making all necessary repairs, additions, and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress over across, upon, and through said Temporary Utility Easement area(s). It is further understood and agreed that said Temporary Utility Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Temporary Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Temporary Drainage Easement described as follows:
Point of beginning being N 13^55'39.2" W, 101.904 feet from -Y32- Sta. 14+00 thence to a point on a bearing of N 21^46'48.9" E 74.896 feet thence to a point on a bearing of S 36^57'59.6" W 172.063 feet thence to a point on a bearing of N 48^5'25.7" E 101.693 feet returning to the point and place of beginning. Having an area of approximately 1687.916 Sqr feet being 0.039 acres.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

COUNTY: Pender **WBS ELEMENT:** 40237.2.5 **TIP/PARCEL NO.:** R-3300B 088

SPECIAL PROVISIONS.

It is understood and agreed that the total consideration set forth above shall be made payable to Law Office of J. Chris Huff, P.C. and after satisfaction of all taxes, liens, encumbrances on this parcel, the remaining balance shall be disbursed in accordance with the Grantors' directions, and the Grantors shall have no claim against the Department as a result thereof.

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Pender County Registry in Deed Book 1996 Page 159 .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 40237.2.5 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 40237.2.5 , Pender County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing upon the right of way hereby conveyed a road or highway designated as State Highway Project 40237.2.5 , Pender County, which road or highway is a controlled access facility as defined by law and the GRANTORS shall have no right of access to said road or highway, except such access as may be provided by way of local service or frontage roads and streets or specific access points as shown and designated as such on the right of way plans for said State Highway Project on file in the office of the DEPARTMENT in Raleigh, North Carolina and to be recorded in the Register of Deeds Office of Pender County pursuant to NCGS 136-19.4.

The access as provided is more particularly described as follows:

ACCESS BY SPECIFIC ACCESS POINT:

By means of a specific access point 20 feet in width which is located left of and between Survey Station 14+90 and Survey Station 15+10 on Survey Line Y-32.

As to such local service or frontage roads and streets or specific points of access, the GRANTORS reserve unto themselves, their heirs, successors, executors and assigns for the benefit of their remaining property abutters' rights of access thereto as at common law; subject, however, to the right of the DEPARTMENT to reasonably regulate said abutters' rights of access in order to protect and safeguard the traveling public.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.

COUNTY: Pender **WBS ELEMENT:** 40237.2.5 **TIP/PARCEL NO.:** R-3300B 088

IN WITNESS WHEREOF, pursuant to a resolution dated_____ have caused this instrument to be signed in its corporate name by its Chairman of the Pender County Board of Commissioners, its corporate seal affixed, and attested by its Clerk of The Pender County Board of Commissioners, by order of the Pender County Commissioners, this day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Rocky Point Topsail Water and Sewer District

By: _____
George Brown- Chairman of the of Rocky Point Topsail Water and Sewer District

Attest:

_____
Tera Kline-Clerk of Pender County Board of Commissioners

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, _____ County I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that George Brown personally came before me this day and acknowledged that he is the chairman of the Rocky Point Topsail Water and Sewer District, a political subdivision, and that he, as chairman, being authorized to do so, executed the foregoing on behalf of the political subdivision. Witness my hand and official seal this the _____ day of _____, 20 21 . _____ Notary Public My commission expires: _____

(Official Seal)	North Carolina, _____ County I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that Tera Kline personally came before me this day and acknowledged that she is the clerk of the Pender County Board of Commissioners, a political subdivision, and that by Authority duly given, the forgoing instrument was signed in its name by its Chairman of the Pender County Commissioners, sealed with its corporate seal By Tera Kline as its Clerk. Witness my hand and official seal this the _____ day of _____, 20 21 . _____ Notary Public My commission expires: _____

FRM7-B
Page 4 of 4
Revised 02/17/15

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

November 15, 2021

State Project: 40237.2.5
I.D. Number: R-3300B 088
County: Pender
Parcel Owner: Rocky Point Topsail Water & Sewer District

Pender County Utilities
C/O Kenny P. Keel, PE - Director
605 E. Fremont Street
PO Box 995
Burgaw, NC 28425

Dear Mr. Keel:

I am writing to let you know that the completion of our right of way acquisition, the NCDOT will remove the entire concrete pad from this property. I would like to meet with you or one of your representatives to get a key to the gate, and to establish what other items if any you would like for us to remove from the property. Please call me at 910-341-2103 to make those arrangements.

Sincerely,

Maxton M. Radford
Real Property Agent II

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS – ROW OFFICE
5501 BARBADOS BOULEVARD
CASTLE HAYNE, NC 28429-5647

Telephone: (910 341-2100
Fax: (910) 675-0139
Customer Service: 1-877-368-4968
Courier #04-08-06
Website: www.ncdot.gov

Location:
5501 BARBADOS BOULEVARD
CASTLE HAYNE, NC 28429-5647

SUBSTITUTE FORM W-9
REV 09/20

VENDOR REGISTRATION FORM
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

NAME ON FORM SHOULD BE THE LEGAL ENTITY OR INDIVIDUAL NAME DOING BUSINESS WITH NCDOT:
INDIVIDUAL AND SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP - ENTER YOUR LEGAL BUSINESS NAME

NAME: Rocky Point Topsail Water and Sewer District
(NAME OF COMPANY OR INDIVIDUAL REGISTERED TO THE PROVIDED TAX ID)

PHYSCIAL ADDRESS: STREET/PO BOX: P.O. Box 5

CITY, STATE, ZIP: Burgaw, NC 28425

DBA / TRADE NAME (IF APPLICABLE):

BUSINESS DESIGNATION:
- ☐ INDIVIDUAL (use Social Security No.)
- ☐ SOLE PROPRIETOR (use SS No. or Fed ID No.)
- ☐ CORPORATION (use Federal ID No.)
- ☐ PARTNERSHIP (use Federal ID No.)
- ☐ ESTATE/TRUST (use Federal ID no.)
- ☒ STATE OR LOCAL GOVT. (use Federal ID No.)
- ☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. ___ ___ ___ - ___ ___ - ___ ___ ___ ___ (Social Security #)
OR
FED.EMPLOYER IDENTIFICATION NO. ___ ___ - ___ ___ ___ ___ ___ ___ ___ (Employer Identification #)

COMPLETE THIS SECTION WITH **CHECK MAILING ADDRESS AS IT APPEARS ON INVOICES:**
REMIT TO ADDRESS: STREET / PO BOX:
CITY, STATE, ZIP:

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☒Prefer Not To Answer, ☐African American, ☐Native American, ☐Caucasian American, ☐Asian American, ☐Hispanic American, ☐Asian-Indian American, ☐Other: _____)

What is your firm's gender? (☒Prefer Not to Answer, ☐Male, ☐Female) **Disabled-Owned Business?** (☒Prefer Not to Answer, ☐Yes, ☐ No)

IRS Certification
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at http://www.irs.gov/pub/irs-pdf/fw9.pdf .

NAME (Print or Type)

TITLE (Print or Type)

SIGNATURE (Typed, fonted and scripted Signatures are not acceptable. DocuSigned signatures are accepted)

DATE

PHONE NUMBER

EMAIL

To avoid payment delays, completed forms should be returned promptly to:

NC Department of Transportation
Fiscal /Commercial Accounts
1514 Mail Service Center
Raleigh, North Carolina 27699-1514
ap@ncdot.gov FAX (919) 733-9247

Pender County
Request for Board Action

TO:	Scott's Hill Water & Sewer District Board
FROM:	Kenneth Keel
DATE:	December 6, 2021
SUBJECT:	Acceptance of Easements for Hoover Road Well and Hampstead Tank Well from Pender County Schools

SUMMARY:
The sites of two of the three wells to be constructed as part of the "Scott's Hill Water and Sewer District Elevated Water Tank and Associated Improvements" project will affect property owned by Pender County Schools. One well site is completely on PCS property on Hoover Road on the South Topsail Elementary School site. The site has sufficient room for the construction of the well and the associated protected buffer area required around the well.

The other well is on RPTWSD property at the Hampstead Elevated Water Tank; however, the required 100 foot protection buffer is partially on PCS property.

At no cost, the Board of Pender County Schools has approved the attached easements. At the time of this agenda item submittal I had not yet received the executed documents, but they should be in hand by the time of this meeting. Upon acceptance and signing by the Scott's Hill Water and Sewer District Board Chairman, the easement documents will be ready for recording with the Register of Deeds. These documents are necessary to provide the District's legal right to construct, maintain, and operate the proposed facilities.

Full funding for the project has been approved by the NCDEQ-Division of Water Infrastructure, design work is complete, and we are currently seeking construction permits. The tentative schedule for the project anticipates completion of the tank and all 3 wells in early 2023. The other well and the tank will be on property owned by Pender EMS & Fire and that easement was previously accepted by the SHWSD Board.

ACTION REQUESTED:
Approve resolution accepting the general utility easements at Pender County Schools properties water supply wells

ATTACHMENTS:
Resolution
Easement document for South Topsail Elementary School Property (Hoover Road Well)
Easement document for Topsail Middle & High School Property (Hampstead Tank Well)

Board of Commissioners
George R. Brown, Jr., Chairman
Archibald "Fred" McCoy, Vice Chairman
Jaqueline A. (Jackie) Newton
David A. Piepmeyer
J. David Williams, Jr.

PENDER
COUNTY NC

County Manager
Chad McEwen
County Attorney
Carl W. "Trey" Thurman, III
Clerk to the Board
Melissa Long

Resolution Accepting the General Utility Easement at Pender County Schools Property for Water Supply Wells by Scott's Hill Water and Sewer District

WHEREAS, The Board of Scott's Hill Water and Sewer District is proceeding with a project to construct new wells to provide additional water supply for customers of the District, the project requires sites adequate for construction of two of the proposed wells, and Pender County Schools has approved and provided general utility easements for the two wells.

NOW, THEREFORE BE IT RESOLVED by the Board of Scott's Hill Water and Sewer District of Pender County, North Carolina, as follows:

That the Board approves the easements provided by Pender County Schools and authorizes the Chairman to sign said easements to officially accept the easements on behalf of Scott's Hill Water and Sewer District.

The Board directs all County officers and employees to take all such further action as they may consider appropriate in furtherance of the purposes of this resolution.

Adopted this ____ day of _____ 20__.

_____
George R. Brown, Jr., Chairman
Board of Scott's Hill Water and Sewer District

ATTEST:

_____
Tera Cline
Clerk to the Board

Instrument Prepared By: Pender County Attorney
And Return To Pender County Utilities
P.O. Box 995
605 E. Fremont Street
Burgaw, NC 28425
Tel. 910.259.1570

STATE OF NORTH CAROLINA

GENERAL UTILITY EASEMENT

COUNTY OF PENDER PIN #: 3283-83-2003-0000

THIS DEED OF EASEMENT, executed this the _____ day of _____, 20_____, by and between PENDER COUNTY BOARD OF EDUCATION, 925 Penderlea Highway, Burgaw, NC 28425 (hereinafter referred to as "GRANTOR") and SCOTT'S HILL WATER AND SEWER DISTRICT, 605 E. Fremont Street, Burgaw, NC 28425 (hereinafter referred to as "GRANTEE");

W I T N E S S E T H:

For and in consideration of the sum of one dollar ($1.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, receipt of which is hereby acknowledged, the GRANTOR has bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the GRANTEE, its successors and assigns, the right, privilege, and perpetual right-of-way easement over, through, under, and upon the lands and premises hereinafter described for the purpose of constructing, installing, inspecting, maintaining, repairing, removing, extending, improving, replacing, building and/or operating certain public water supply wells, pipelines and related appurtenances, said premises being a certain parcel or tract of land located in Pender County, North Carolina, and more particularly described as recorded in Pender County in Deed Book 4611 Page 2701, PIN # 3283-83-2003-0000.

TO HAVE AND TO HOLD said right-of-way and easement to GRANTEE, its successors and assigns, forever. This right-of-way and easement hereby granted is appurtenant to and runs with the land now owned by the GRANTOR.

The right, privilege and perpetual easement over, upon and through the Property in the area identified as "Hoover Road Well Site" on the attached map (within dashed line which represents protected 100 feet radius buffer area around well), 20 feet wide pipeline easement centered on the pipeline shown from the tank to the Hoover Road right-of-way, and 20' gravel access path (such easement, the "Well Easement," and such map, the "Easement Map"), to construct, install, maintain, repair, modify or remove a public water supply well and underground water lines within the Well Easement area.

The GRANTOR reserves the right to grant easements to other parties within the easement areas as shown on said plat so long as such easements to do not interfere with state regulations regarding public water supply wells, the GRANTEE's use of the easement areas, and the rights granted herein.

The facilities now in existence or to be placed over, under, upon and across said right of way and easement shall become and remain the property of the GRANTEE. The GRANTEE shall have the right to construct, install, inspect, maintain, repair, remove, extend, improve, replace, build and/or operate these or new facilities and to make such changes and additions to such facilities upon the easement and right-of-way as the GRANTEE may deem advisable.

The GRANTEE shall at all times have the right to keep the area of the perpetual easement and right-of-way clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the purposes of this Easement. The GRANTOR expressly promises and agrees not to construct or allow to be constructed any building, parking area, structure or other improvement, and further promises not to plant or allow to be planted any trees, shrubs, bushes, undergrowth or other vegetation or to otherwise permit encroachment or interference with the GRANTEE's rights hereunder except as provided herein. It is expressly understood and agreed, however, that the GRANTOR, its heirs, successors and assigns, shall retain the right to cultivate the ground lying within the boundaries of the right-of-way and use said easement for any other lawful purpose; provided, however, that such cultivation or use shall not be inconsistent with the rights herein granted to the GRANTEE, and GRANTEE shall not be liable for any damages or loss due to the exercise of its rights hereunder within its easement and right-of-way except those arising out of the gross negligence of the GRANTEE.

For the purpose of constructing, inspecting, improving, replacing, removing, maintaining, extending, repairing or otherwise using the above-described facilities, the GRANTEE shall have the right of ingress to and egress from the easement and right-of-way over such private roads, alleys, ways or paths (hereinafter collectively referred to as "private roads") as may now or hereafter exist on the property of the GRANTOR. Any and all construction activities and/or repair or maintenance activities upon the premises conducted by GRANTEE shall be conducted in a manner so as not to interfere with or impede the ongoing business activities being conducted on the premises, by GRANTOR or its successors and assigns to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement and right-of-way, the GRANTEE shall have such right of ingress and egress over the GRANTOR'S property adjacent to the easement and right-of-way in such manner as shall occasion the least practicable damages and inconvenience to the GRANTOR and shall not impede the ongoing business activities conducted on the premises by GRANTOR, its successors and assigns. The GRANTEE shall be liable for any consequential damages directly resulting from its exercise of the right of ingress and egress over adjoining property.

By acceptance of this Deed of Easement, the GRANTEE agrees that it will restore the surface of the land to its approximate level prior to construction or maintenance of the aforesaid facilities so long as the same are not inconsistent with and do not interfere with the rights herein granted to the GRANTEE. It is specifically agreed that any trees removed for construction or maintenance work within the easement will not be replaced. The construction or maintenance area shall be seeded during property restoration by the GRANTEE. The location of any plant materials installed by the GRANTOR shall be such that the growth thereof shall not, over time, adversely affect the GRANTEE's facilities within the boundaries of the easement herein conveyed. It is understood and agreed that the execution and delivery of this deed by the GRANTOR and its acceptance by the GRANTEE shall not obligate the GRANTEE to construct or maintain any main, line, pipe,

lateral or other extension or permit any connection to its water or other public utilities system without payment of appropriate connection fees.

Said GRANTOR covenants and warrants that it is lawfully seized and possessed of the property described above; and that it has good, right, and lawful authority to convey said easement for the purposes herein expressed; and that GRANTOR for its heirs, successors, executors, administrators, and assigns covenants that it will warrant and defend said easement against any and all claims and demands whatsoever, except for encumbrances of record.

Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include plural.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

Grantor:
PENDER COUNTY BOARD OF EDUCATION

_____(SEAL)
_____, Pender Co. Board of Education

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, _____, a Notary Public for said County and State, do hereby certify that _____, _____ of Pender County Board of Education, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

My Commission Expires:

_____
Notary Public

_____

Accepted by:

_____(SEAL)
George Brown, Chairman
Scott's Hill Water & Sewer District

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, _____, a Notary Public for said County and State, do hereby certify that George Brown, Chairman of Scott's Hill Water & Sewer District, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

My Commission Expires: _____

_____

_____
Notary Public

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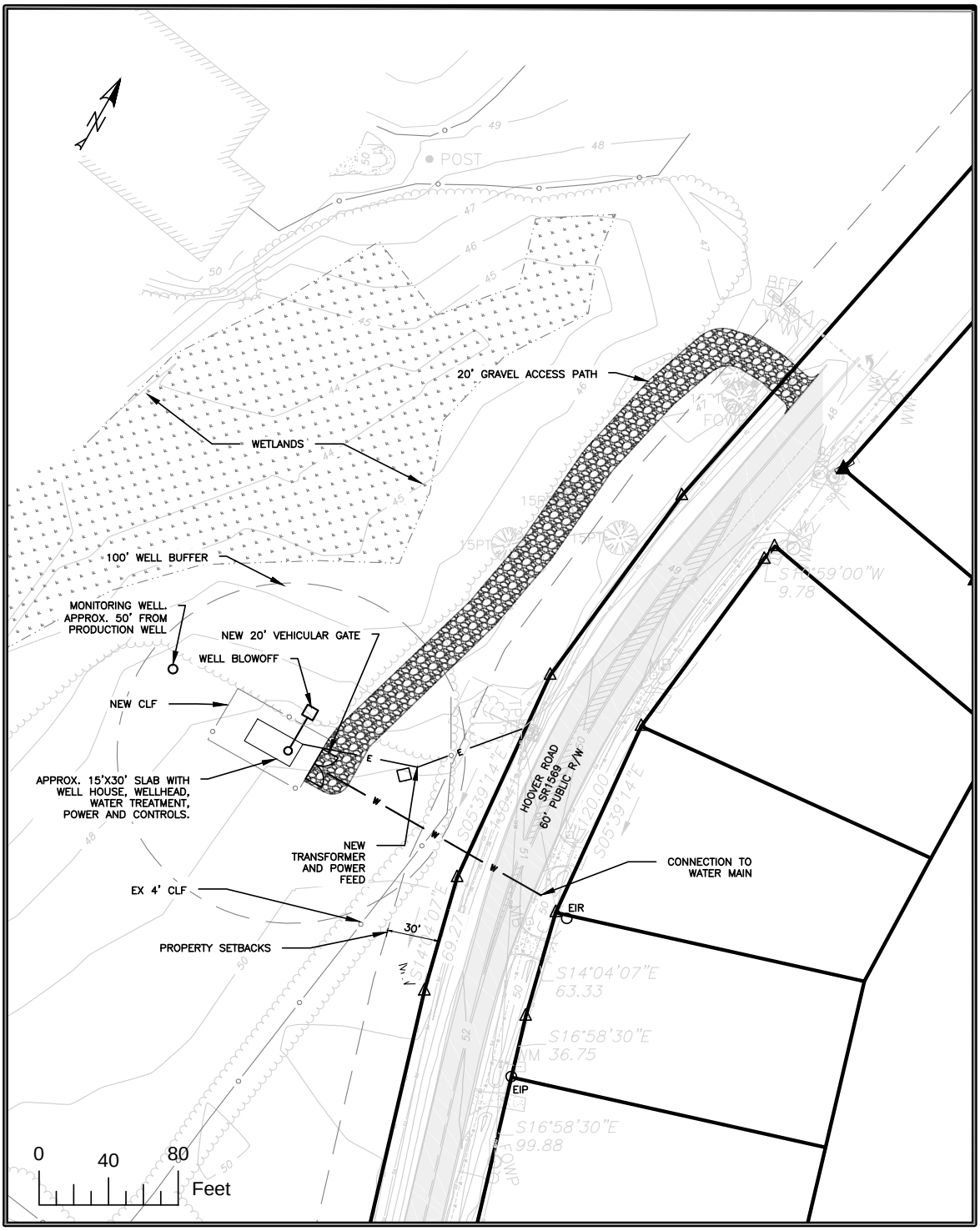

Figure No.4-3
Hoover Road Well Site
JUNE 2021

Instrument Prepared By: Pender County Attorney
And Return To Pender County Utilities
P.O. Box 995
605 E. Fremont Street
Burgaw, NC 28425
Tel. 910.259.1570

STATE OF NORTH CAROLINA

GENERAL UTILITY EASEMENT

COUNTY OF PENDER PIN #: 3293-88-6360-0000

THIS DEED OF EASEMENT, executed this the _____ day of _____, 20_____, by and between PENDER COUNTY BOARD OF EDUCATION, 925 Penderlea Highway, Burgaw, NC 28425 (hereinafter referred to as "GRANTOR") and SCOTT'S HILL WATER AND SEWER DISTRICT, 605 E. Fremont Street, Burgaw, NC 28425 (hereinafter referred to as "GRANTEE");

W I T N E S S E T H:

For and in consideration of the sum of one dollar ($1.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, receipt of which is hereby acknowledged, the GRANTOR has bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the GRANTEE, its successors and assigns, the right, privilege, and perpetual right-of-way easement over, through, under, and upon the lands and premises hereinafter described for the purpose of constructing, installing, inspecting, maintaining, repairing, removing, extending, improving, replacing, building and/or operating certain public water supply wells, pipelines and related appurtenances, said premises being a certain parcel or tract of land located in Pender County, North Carolina, and more particularly described as recorded in Pender County in Deed Book 4736 Page 2900, PIN # 3293-88-6360-0000.

TO HAVE AND TO HOLD said right-of-way and easement to GRANTEE, its successors and assigns, forever. This right-of-way and easement hereby granted is appurtenant to and runs with the land now owned by the GRANTOR.

The right, privilege and perpetual easement over, upon and through the Property in the area identified as "Hampstead Tank Well" on the attached map (within dashed line which represents protected 100 feet radius buffer area around well) (such easement, the "Well Easement," and such map, the "Easement Map"), to construct, install, maintain, repair, modify or remove a public water supply well and underground water lines within the Well Easement area.

The GRANTOR reserves the right to grant easements to other parties within the easement areas as shown on said plat so long as such easements to do not interfere with state regulations regarding public water supply wells, the GRANTEE's use of the easement areas, and the rights granted herein.

The facilities now in existence or to be placed over, under, upon and across said right of way and easement shall become and remain the property of the GRANTEE. The GRANTEE shall have the right to construct, install, inspect, maintain, repair, remove, extend, improve, replace, build and/or operate these or new facilities and to make such changes and additions to such facilities upon the easement and right-of-way as the GRANTEE may deem advisable.

The GRANTEE shall at all times have the right to keep the area of the perpetual easement and right-of-way clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the purposes of this Easement. The GRANTOR expressly promises and agrees not to construct or allow to be constructed any building, parking area, structure or other improvement, and further promises not to plant or allow to be planted any trees, shrubs, bushes, undergrowth or other vegetation or to otherwise permit encroachment or interference with the GRANTEE's rights hereunder except as provided herein. It is expressly understood and agreed, however, that the GRANTOR, its heirs, successors and assigns, shall retain the right to cultivate the ground lying within the boundaries of the right-of-way and use said easement for any other lawful purpose; provided, however, that such cultivation or use shall not be inconsistent with the rights herein granted to the GRANTEE, and GRANTEE shall not be liable for any damages or loss due to the exercise of its rights hereunder within its easement and right-of-way except those arising out of the gross negligence of the GRANTEE.

For the purpose of constructing, inspecting, improving, replacing, removing, maintaining, extending, repairing or otherwise using the above-described facilities, the GRANTEE shall have the right of ingress to and egress from the easement and right-of-way over such private roads, alleys, ways or paths (hereinafter collectively referred to as "private roads") as may now or hereafter exist on the property of the GRANTOR. Any and all construction activities and/or repair or maintenance activities upon the premises conducted by GRANTEE shall be conducted in a manner so as not to interfere with or impede the ongoing business activities being conducted on the premises, by GRANTOR or its successors and assigns to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement and right-of-way, the GRANTEE shall have such right of ingress and egress over the GRANTOR'S property adjacent to the easement and right-of-way in such manner as shall occasion the least practicable damages and inconvenience to the GRANTOR and shall not impede the ongoing business activities conducted on the premises by GRANTOR, its successors and assigns. The GRANTEE shall be liable for any consequential damages directly resulting from its exercise of the right of ingress and egress over adjoining property.

By acceptance of this Deed of Easement, the GRANTEE agrees that it will restore the surface of the land to its approximate level prior to construction or maintenance of the aforesaid facilities so long as the same are not inconsistent with and do not interfere with the rights herein granted to the GRANTEE. It is specifically agreed that any trees removed for construction or maintenance work within the easement will not be replaced. The construction or maintenance area shall be seeded during property restoration by the GRANTEE. The location of any plant materials installed by the GRANTOR shall be such that the growth thereof shall not, over time, adversely affect the GRANTEE's facilities within the boundaries of the easement herein conveyed. It is understood and agreed that the execution and delivery of this deed by the GRANTOR and its acceptance by the GRANTEE shall not obligate the GRANTEE to construct or maintain any main, line, pipe, lateral or other extension or permit any connection to its water or other public utilities system without payment of appropriate connection fees.

Said GRANTOR covenants and warrants that it is lawfully seized and possessed of the property described above; and that it has good, right, and lawful authority to convey said easement for the

purposes herein expressed; and that GRANTOR for its heirs, successors, executors, administrators, and assigns covenants that it will warrant and defend said easement against any and all claims and demands whatsoever, except for encumbrances of record.

Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include plural.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

Grantor:
PENDER COUNTY BOARD OF EDUCATION

_____(SEAL)
_____, Pender Co. Board of Education

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, _____, a Notary Public for said County and State, do hereby certify that _____, _____ of Pender County Board of Education, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

My Commission Expires:
_____

_____
Notary Public

Accepted by:

_____(SEAL)
George Brown, Chairman
Scott's Hill Water & Sewer District

STATE OF NORTH CAROLINA
COUNTY OF PENDER

I, _____, a Notary Public for said County and State, do hereby certify that George Brown, Chairman of Scott's Hill Water & Sewer District, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20__.

My Commission Expires: _____

_____

_____
Notary Public

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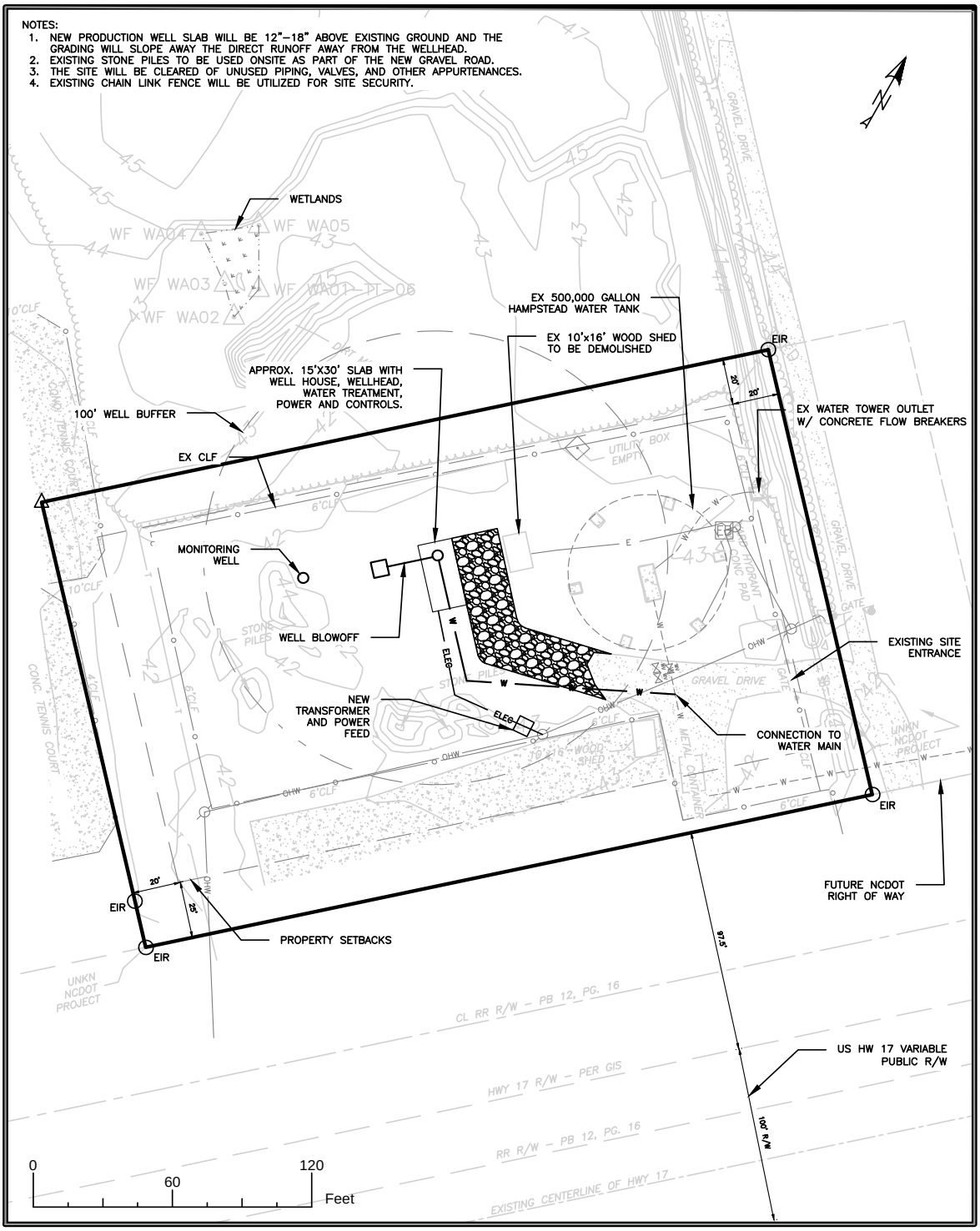

CDM Smith

Figure No. 2
Hampstead Tank Well
MAY 2021

Pender County
Request Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	December 6, 2021
SUBJECT:	Approval of the Job Description for Health and Human Services Director

SUMMARY:
The Board of Health (BOCC) is to review, discuss and approve the job description of the Health and Human Services Director annually.

ACTION REQUESTED:
To approve the Health and Human Services Director Job Description.

COUNTY OF PENDER

1. **Present Classification Title of Position**: Health and Human Services Director	7. N/A
2. Usual Working Title of Position: Health and Human Services Director	**8. Dept. University, Commission, or Agency**
3. Requested Classification of Position: Health and Human Services Director/Public Health Director	**9. Institution & Division:** Health and Human Services
4. Name of Immediate Supervisor: County Manager and Board of Health	**10. Section and Unit:** Health and Human Services
5. Supervisor's Position and Title: County Manager	**11. Street Address, City and County:** 803 S. Walker St., Burgaw, Pender
6. Name of Employee: Carolyn Moser, BSN, MPA	**12. Location of Workplace, Bldg., and Room No.** Health Department Building

I. A. Primary Purpose of Organizational Unit: To enhance the public health, safety, and well-being of Pender County residents by providing effective health and human services.

I.B. Primary Purpose of Position: In this dual position, the Health Director shall perform public health duties prescribed by and under the supervision of the local board of health. The Health and Human Services (HHS) Director oversees the management of the health department and Department of Social Services, assuring local, state, and federal guidelines are applied to all services provided within the departments. Maintain fiscal responsibility for department budgets. Provide leadership and guidance to administrative operations and assure productivity measures, quality assurance, and monitoring mechanisms are in place and utilized. Assure adequate resources are available and there is a competent workforce for departments. This position functions under the general supervision of the County Board of Commissioners/Board of Health and the County Manager.

I.C. Work Schedule Monday-Friday, 8:00 a.m.-5:00 p.m. This is an exempt position.
There are after hours business meetings or work demands that require working beyond the usual business hours. The department is responsible for maintaining 24/7 emergency services coverage. The director is on call 24 hours a day, 7 days a week via phone.

I.D. Change in Responsibilities or Organizational Relationship:
To clarify roles and responsibilities for the dual position of HHS Director and Health Director.

II. Essential Functions of the Position:

- Provide leadership and direction for program development; establishing program standards and monitoring and evaluation quality of service delivery systems; supervise budget activities; maintain direct involvement in conflict/complaint resolution' staffing and personnel issues and serve as the principle spokesperson for the agency relative to program issues.
- Oversee financial activities of the department; prepare, justify, manage and present the annual budget; deliver mandated programs/services; assure efficient and effective operations; build cultural competency; and assure compliance with all applicable federal, state and local laws/policies and rules. The director manages risk mitigation and assures the highest level of professional standards and responds to the current and anticipated needs of the community.
- Represent the agency with governmental officials, other human services providers and a variety of advocacy groups to influence the decision-making process in order to insure adequate resources for program

maintenance and expansion and the delivery of comprehensive services.

- Personnel/team management to ensure a competent workforce: hire, develop, counsel and evaluate performance; provide feedback and disciplinary action as needed; develop and maintain a positive team work environment; provide effective and timely communication.

III. A. DESCRIPTION OF RESPONSIBILITIES AND DUTIES: Method Used: Sequential order

The primary duties and responsibilities of the Health and Human Services (HHS) Director are as defined by the N.C. General Statute 153A-77. The HHS Director is appointed and dismissed by the County Manager with the advice and consent of the county commissioners. The HHS Director is the appointing authority for all departments within HHS. The director shall report directly to the county manager and have the following responsibilities:

- Appoint staff of the Consolidated HHS agency
- Administer state/Federal HHS programs
- Administer HHS programs of the local County Board of County Commissioners
- Act as secretary and staff to the advisory boards for health and social services
- Plan the budgets for the health department and DSS as part of the Consolidated HHS agency
- Advise the board of County Commissioners through the County Manager
- Act as an agent of and liaison to the State, to the extent required by law.

Except as otherwise provided by law, the HHS Director or the director's designees shall have the same powers and duties of a social services director and a local health director as defined by law, policy and administrative rules. This includes but is not limited to the following:

- To enter into contracts, in accordance with The Local Government Finance Act, N.C. G.S. Chapter 159. Nothing in this paragraph shall be construed to abrogate the authority of the board of County Commissioners;
- To appoint necessary social services and public health personnel in accordance with the merit system rules of the County Personnel Policies;
- To employ and dismiss employees of the HHS agency in accordance with Pender County Personnel Policies;
- To administer the programs of public assistance and social services established by this Chapter under pertinent rules and regulations;
- To administer funds provided by the Board of Commissioners for care of indigent persons in the County under pertinent rules and regulations;
- To act as agent of the Social Services Commission and Department of HHS in relation to work required by the Social Services Commission and Department of HHS in the County;
- To investigate cases for adoption and to supervise adoptive placements;
- To issue employment certificates to children under the regulations of the State Department of Labor;
- To supervise adult care homes under the rules and regulations of the Social Services Commission;
- To assist and cooperate with the Department of Correction and their representatives;
- To investigate reports of child abuse and neglect and to take appropriate action to protect such children pursuant to the Child Abuse Reporting Law, Article 3 of Chapter 7B of the N.C. General Statutes;
- To accept children for placement in foster homes and to supervise placements for as long as such children require foster home care;
- To respond by investigation to notification of a proposed adoptive placement pursuant to N.C G.S. 48-3(b) and (c) and
- To receive and evaluate reports of abuse, neglect, or exploitation of disabled adults and to take appropriate action as required by the Protection of the Abused, Neglected, or Exploited Disabled Adults Act, Article 6 of this Chapter to protect these adults;

- To administer programs as directed by the County Manager, Health and DSS advisory boards with consent of the Board of County Commissioners;
- To enforce the rules of the County Board of Commissioners.

The health director's primary power and duties are as defined in the NC General Statutes 130A-41 prescribed by and under the supervision of the local board of health. These include:

- To administer programs as directed by the local board of health
- To enforce the rules of the local board of health
- To investigate the causes of infectious, communicable and other diseases;
- To exercise quarantine authority and isolation authority pursuant to N.C.G.S. 130 A-145;
- To disseminate public health information and to promote the benefits of good health;
- To advise local officials concerning public health matters;
- To enforce the immunization requirements of Part 2 of Article 6 of this Chapter;
- To examine and investigate cases of venereal disease pursuant to Parts 3 and 4 of Article 6 of this Chapter;
- To examine and investigate cases of tuberculosis pursuant to Part 5 of Article 6 of this Chapter;
- To abate public health nuisances and imminent hazards pursuant to N.C.G.S. 130A-19 and G.S> 130A-20;
- To administer the programs, manage budget and oversee personnel of the Pender County Animal Shelter;
- To administer the Vector and Mosquito Control program, manage budget and oversee personnel.

Delegation of Authority Statute N.C.G.S. 108A-14(b) provides for the Director's authority to delegate these duties to members of staff and to grant staff to act as the Director's representative.

III. B. SUMMARY OF JOB DESCRIPTION

This is directive/managerial work in serving in the dual capacity as the executive officer of the Pender County HHS agency and the local health Director. This position directs other managers/supervisors, professionals, paraprofessionals, and support staff in the delivery of agency services and provide leadership and direction for program development, establishing program standards and monitoring and evaluating quality of service delivery systems; supervise budget activities and may maintain direct involvement in conflict/complaint resolution; staffing and personnel issues and serve as the principle spokesperson for the agency relative to program issues. Work also involves representing the agency with government officials, other human services providers, and a variety of advocacy groups to influence the decision-making process in order to insure adequate resources for program maintenance and expansion and the delivery of comprehensive services. The HHS Director is appointed by and reports to the Pender County Board of Commissioners and the County Manager.

Breakdown of Duties:

1. Management Functions- General Administration: Provide leadership, guidance, and support to division/unit supervisors, in areas of budget, finance, programmatic performance, planning, implementing, managing, monitoring, and evaluating. Management functions of the health director include oversight of the Health Department, DSS, Animal Shelter and Vector Control. The Director oversees the administrative operations and the service delivery systems and assures that management mechanisms, e.g. productivity measures, quality assurance and other monitoring mechanisms are in place and used. The Director assures that adequate resources are available to enable the agency staff to carry out the agency's responsibilities. Through community involvement, the Director works to educate others about the community HHS needs.

2. Workforce Management- The most important resource is personnel to carry out the HHS missions. The Director guides the health department and DSS agencies through designated management staff, in selecting the best qualified staff available; in training staff to do their jobs; in establishing reasonable standards as to how well, how much and how timely that services need to be provided; in establishing performance appraisal and feedback systems to coach the employees towards delivering services in the manner and within the standards established; in projecting the amount of work and the number of staff needed to do the work; and in defining and communicating, justifying the need for additional resources, as needed. Also, the Director guides agency staff towards finding more efficient and effective work/services delivery methods, e.g., through employing new technology.
3. Managing Change- The agency is subjected to constant changes in public demand for services, eligibility and programmatic guidelines. These changes are considered major in that the consequences of not responding appropriately can result in non-compliance with law/policies and/or risk issues for clients. In response to these changes, the Director is responsible for constantly monitoring and analyzing the needs and financial requirements of each service area and assessing the impact of any change on the ability of the agency to carry out its mandated service responsibilities. Through designated managers, the Director must develop strategies to optimally utilize available resources (financial and personnel) to meet the changing needs. Strategies may include reallocation of staff or dollars to the area of greatest need.
4. Planning and Fiscal Management- The budget is developed as a strategic guide for the delivery of HHS services. There is a need for on-going realignment as a result of forecasted and actual changes in federal/state laws and programs as well as responding to actual and projected demographic, social and economic conditions. Service trends and the needs of health and DSS to carryout mandated responsibilities must be considered in the budget process.
5. Budgeting and Financial Management- The Director is responsible for the overall financial management of the agency's budget however the daily management function is conducted through Accounting Specialists for each agency. Supervisors and other staff identify trends and needs that are likely to impact the budget.
6. Evaluation of Operation- The Director shall schedule conferences with designated department staff to review and coordinate the operations of the agency. Program, performance and fiscal data will be reviewed with staff. All staff is encouraged to provide input into the basic operations of the agencies. The Director shall share information about the operations of the agencies with the BOH/BOCC and County Manager and to seek advice and support as appropriate.
7. Evaluation by Others- The agency is frequently monitored via annual external audits, State Quality Control, and Program Consultants as well as Federal Reviewers with results of these monitoring events shared with the Director and in turn with the County Manager. The HHS agency also has internal audit functions.
8. The health director oversees the department and programmatic activities to assure compliance and successful outcomes with the North Carolina Board of Accreditation every four years.
9. **P**ublic Relations- The Director is involved in community activities and continuously educate others about the HHS agency specific to responsibilities, accomplishments, and challenges.
10. Personnel Administration- The Director is responsible for assuring the compliance with federal, state, and local laws, ordinances, regulations, policies and guidelines for personnel management, recruitment, and selection. Merit principles are utilized to assure fair employment practices and procedures. The County HR Director works closely with the Director to assure such rules are observed.
11. Unusual Aspects to Consider- The HHS Director is responsible for delivering a greater scope and diversity of services, serving more people, using more tax dollars, with more monitoring and with greater expectations (due to legal mandates) for timeliness and quality of service delivery than

any other public or private human service agency. The Director does not have the option of not responding to demand for mandated core services.

IV. A. KNOWLEDGES, SKILLS, & ABILITIES: Knowledge of the legal and philosophical basis for health, social work and public welfare programs. Considerable knowledge of principles and practices of HHS. Thorough knowledge of budget/finance, management principles, techniques, and practices. Knowledge of the agency's organization, operation and objectives and applicable federal and state laws, rules, and regulations. Ability to exercise sound judgment in analyzing situations and making decisions; direct employees and relationships with the general public and with federal, state, and local officials.

IV.B. 1. Required Minimum Training: A minimum of master's degree in public health, social work, or other applicable management programs and four years of supervisory experience in management of health and/or human services programs.

2. Additional Training/Experience: None

3. Equivalent Training and Experience: None

4. License or Certification Required by Statute or Regulation

V. Signatures indicate agreement with all information provided, including designation of essential functions.

Board of Health Certification: I certify that this is an authorized, official position description of the subject Position.

Signature:_____Title:_____Date:_____

***Supervisor's Certification*:** I certify that (a) I am the immediate Supervisor of this position, that (b) I have provided a complete and accurate description of responsibilities and duties and (c) I have verified (and reconciled as needed) its accuracy and completeness with the employee.

Signature:_____Title:_____Date:_____

***Employee's Certification*:** I certify that I have reviewed this position description, completed by the above named immediate supervisor, is complete and accurate.

Signature:_____Title:_____Date:_____

***Personnel Director's Certification*:** I certify that this is an authorized, official position description of the subject position.

Signature:_____Title:_____Date:_____