



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

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

February 19, 2016  
9:00AM  
Commissioners Room

## **SPECIAL MEETING**

### Agenda

1. Call to Order by Chairman Trent
2. Invocation/Pledge of Allegiance by Commissioner White
3. Distribution of Year In Review/Directory handout
4. Review and discuss proposed correspondence to the Board of Education regarding the joint use of the new bus garage (see attachment)
5. Clerk of Court – office furniture and equipment
6. Sheriff's Office – relocation and renovation
7. Administration and Courthouse – proposal for remainder of current fiscal year
8. Farm Lane CDBG Water Line Project – accept change order request
9. Review NC Drinking Water State Revolving Fund projects for Water Districts II and IV, and consider approval of the related engineering assessments and capital project ordinances. Recommend approval for both capital project ordinances and engineering agreements – pending legal review
10. Adjourn

### Board Initiatives

- EMT Cadet Program at Bertie High School in conjunction with Roanoke-Chowan Community College.
- Support for Welding Program start-up at Bertie High School in conjunction with Martin Community College.
- Approval of capital outlay funds for new school vehicle maintenance facility.
- Convenience Center contract approved with Republic Services—resulting in \$500,000 savings over ten years.
- NACO discount health and dental program initiated.
- Governor’s Corrections and Criminal Justice Cadet Program at Bertie High School in conjunction with NC Department of Public Safety and both community college systems in support of staff recruitment and retention efforts.
- Board agrees to lease 5 acre tract for Blue Jay Community Recreation park improvements.
- Board contracts with McAdams and Associates (Emily Miller) for grant writing/administration services.

### Regional Water System

#### Water District IV

- Hydraulic model study for Roxobel area
- July 1<sup>st</sup> the County assumed daily operations for both Roxobel and Lewiston-Woodville water systems.
- Installed temporary inline submersible pump for Roxobel to improve pressure and fire flow capacity.
- Drinking Water State Revolving Fund financing approved in the amount of \$1,678,550 with \$500,000 principal forgiveness grant.

#### Water District II

- Drinking Water State Revolving Fund financing approved in the amount of \$1,339,350 which will assist with the completion of the SCADA telemetry system

#### Water District III—USDA Rural Development financing approved for water system improvements including South Windsor area

- Grant award of \$1,074,000
- \$1.717 million forty year financing at 2.75 percent
- \$264,000 local match required

#### Water System Wellhead Protection Plan adopted by the Board of Commissioners

#### Water System operating budgets for all four districts consolidated for FY 2015-2016

### Personnel

- Jodie Rhea appointed to four (4) year term as Tax Administrator.
- Richard Rhodes retires as Cooperative Extension Director.
- Board approves NCSU core staffing recommendations for Cooperative Extension personnel.

### Governance

- Incident Command (ICS401) Training completed.
- Road Name Change Policy updates reviewed and approved.
- Town of Colerain—Flood Damage Prevention Ordinance interlocal agreement approved.
- Towns of Kelford and Roxobel—seeking code enforcement staff assistance approved—contracts pending
- Business Personal Property listing verification process reviewed and confirmed as achieving desired outcome.
- Regular fiscal review of Paramedic and Non-Emergency Transport System operations to meet fiscal targets.
- Travel Reimbursement Policy approved
- CADA office space lease approved for DRC building.
- Board engages Segal CPA for revenue enhancement and expense reduction study of County finances.
- Board plans for establishment of QSCB sinking fund for long term high school debt repayment.

### Economic Development

- Hired CREATIVE Consultants to conduct economic development organizational analysis, review of business cluster strategy and marketing recommendations.
- Approved purchase contract for 137 acre tract of waterfront property on the Albemarle Sound for recreation and eco-tourism programs near Lost Colony site.
- Golden Peanut announces plant closing for Aulander facility—County activates rapid response plan to assist displaced workers during transition to new jobs.
- Participation in NC Coastal Plain National Wildlife’s “Balancing Nature & Commerce” regional eco-tourism planning efforts.
- Board supports “Pound the Sound” triathlon and many county departments provide in-kind support for the event
- Approved hotel feasibility study in conjunction with Town of Windsor.

### Capital Projects

- Courthouse foundation repairs, exterior painting, window and gutter replacement completed.
- Bertie Martin Regional Jail renovations begin in response to State inspection deficiencies and deferred maintenance
- Sheriff’s Office relocation approved to former School System Central Offices and renovations begin.
- Fiber optic line extension approved for Sheriff’s Communications Center relocation to new site.
- CDBG Infrastructure—Farm Lane water line utility easement approved.
- Project closeout for Black Rock Water Line and Bertie High School.
- \$300,000 Trillium grant approved for inclusive playground expansion at Windsor Recreation park.
- Tri-County Airport fuel system upgrade completed, and self serve is available
- Charters of Freedom monument project under consideration and development.

### 2015-2016 Budget Highlights

- Tax rate remains unchanged at 84 cents per \$100 assessed value.
- Establishment of 401(k) supplemental benefit with 2% contribution for all county staff, exclusive of law enforcement who are already receiving a five percent contribution.
- 3% market adjustment for non-public safety county salaries and establishment of “working wage” for custodians, maintenance workers and water department personnel.
- Funding for a job classification and compensation study—consultant began work in December 2015.
- The Board established a health savings account for each employee with an initial contribution of \$200.
- Employee Assistance Program established with counseling for employees, spouses and dependents who might be struggling with financial planning, family issues, substance abuse or alcoholism.

### Issues on the Horizon for FY2016-2017

- Continued review of actuarial projections for employee and retiree health insurance to address unfunded accrued financial liability.
- Participation in the State Health Insurance program approved.
- Review of pending infrastructure and capital improvement needs (including existing facility management issues).
- Courthouse security planning begins.
- Law Enforcement staff recruitment and retention strategies under review.
- Public Safety Road Access Ordinance development—to insure that all roads (public and private) are maintained and safe for residents accessing their homes, school bus transportation, law enforcement, EMS & Fire response and accessibility.
- Continued efforts to improve economic development strategies.
- Regional landfill franchise renewal strategies for October 2018.

### Major Department Activities

- Tax Office computer system server replacement and data transfer complete
- Non-Emergency Transport evening shift approved to meet service demands.
- Emergency Management—Hyper Reach telephone notification system approved.
- Community Recreation—program planning initiated.
- CAMA Land Use Plan Update completed.
- Manufactured Home Park Ordinance deferred indefinitely.
- Sheriff’s Electronic Monitoring Program approved—contract is pending.



## County Commissioners

### District I

- Ronald "Ron" Wesson – (252) 794-1340

### District II

- Stewart White – (252) 356-4843

### District III

- Tammy Lee – (252) 325-4125

### District IV

- John Trent – (252) 348-2517

### District V

- Ernestine Bazemore – (252) 345-1074

## Town Commissioners

### Askewville

- \*Gloria Bryant – (252) 794-2426
- Kay Brantley – (252) 794-3996
- Carla Pesce – (252) 794-5835
- Michael B. Baker – (252) 794-3838

### Aulander

- \*Larry T. Drew – (252) 325-8888
- Tommy Hale – (252) 345-1011
- Bobbie Parker – (252) 345-2781
- Ron Poppell – (252) 287-1603
- Philip L. Thomas – (252) 346-0120
- Jason W. Tinkham – (252) 346-0059

### Colerain

- \*Thomas Waicul – (252) 356-6552
- Jacques Turner – (252) 356-2672
- Al B. (Burney) Baker – (252) 356-4737
- Bill Harrell – (252) 356-4122
- Duncan Hughes – (252) 356-2970
- Robert Kaylor – (252) 356-9944

### Kelford

- \*Bailey Parker – (252) 344-2500
- James H. Bland, Jr. – (252) 344-2821
- Harvey Wayne Bland – (252) 344-2821
- Wade T. Emory – (252) 287-6121
- John (Timmy) Eaton – (252) 287-7722
- Jim (Tommy) Harrell – (252) 344-7391

### Lewiston-Woodville

- \*Dayle J. Vaughan – (252) 348-2388
- Chris B. Cordon – (252) 348-3359
- L. Michelle Gilliam – (252) 348-2198
- James Earl Pugh – (252) 325-5037
- DiAnne Bazemore – (252) 348-3332
- June Jernigan – (252) 348-2136

### Powellsville

- \*Thomas E. Asbell – (252) 332-5933
- James L. Peele – (252) 332-5340
- Joseph T. Watford – (252) 642-7092
- Carlyle Hoggard – (252) 332-8106

### Roxobel

- \*Alvin Simmons – (252) 344-3179
- David L. Baisey, Sr. – (252) 344-7761
- Carolyn Bracy – (252) 344-7561
- Manuel L. Joyner, Sr. – (252) 344-2781
- Sammy Pruden – (252) 344-7491

### Windsor

- \*James F. Hoggard – (252) 794-3689
- Bobby (Bob) Brown – (252) 794-2624
- Cathy Wilson – (252) 794-2226
- Lawrence Carter, Jr. – (252) 794-3770
- David Overton – (252) 794-3093
- Jon Powell – (252) 794-3925

## County Departments

Council on Aging – (252) 794-5315  
Animal Control – (252) 794-5340  
Communications – (252) 794-5330  
Cooperative Extension – (252) 794-5317  
County Manager – (252) 794-5300  
Economic Development – (252) 794-5301  
Elections – (252) 794-5306  
Environmental Health – (252) 794-5303  
Emergency Services – (252) 794-5302  
Finance – (252) 794-5360  
Planning/Inspections – (252) 794-5336  
Maintenance – (252) 794-6165  
Non-Emergency Transport – (252) 794-5334  
Parks & Recreation – (252) 794-5363  
Register of Deeds – (252) 794-5309  
Sheriff's Office – (252) 794-5330  
Social Services – (252) 794-5320  
Tax Office – (252) 794-5310  
USDA/Farm Service Agency – (252) 794-5308  
USDA/Soil & Water – (252) 794-5305  
Veterans' Services – (252) 794-5304  
Water Department – (252) 794-5350  
IT Center – (252) 794-5325

## Bertie County Courts

Clerk of Court – (252) 794-6800  
Magistrate – (252) 794-5328  
District Attorney – (252) 209-6121  
Child Support Enforcement – (252) 794-5320  
Probation and Parole – (252) 794-4077

## Bertie County Landfill & Convenience Sites

Lewiston-Woodville Site  
330 NC Highway 11 North  
Lewiston, NC 27849  
Phone: (252) 348-2789

Landfill Site  
105 Landfill Rd.  
Aulander, NC 27805  
Phone: (252) 348-2518

Rosemead Site  
534 Nowell Farm Rd.  
Colerain, NC 27924  
Phone: (252) 356-2241

Hardentown Site  
1134 US Highway 17 North  
Windsor, NC 27983  
Phone: (252) 482-4524

Windsor Site  
307 US 13-17 South  
Windsor, NC 27983  
Phone: (252) 794-2000

## Local Tourism Sites

Roanoke Cashie River Center – (252) 794-2001  
Hope Plantation – (252) 794-3140  
Arts Council – (252) 794-9402  
Chamber of Commerce – (252) 794-4277  
Roanoke River National Wildlife Refuge – (252) 794-3808  
Liverman Park Zoo – (252) 794-5553

## Local State Agencies

NC DMV Williamston – (252) 789-4395  
NC DMV Ahoskie – (252) 332-2801  
NC Plate Office Windsor – (252) 794-3253  
Regional NCDOT – (252) 332-4021  
Lawrence Memorial Library – (252) 794-2244  
Bertie-Martin Regional Jail – (252) 794-9283  
VIDANT Bertie Hospital – (252) 794-6600

## Post Offices

Windsor – (252) 794-3155  
Roxobel – (252) 344-2301  
Merry Hill – (252) 482-3895  
Powellsville – (252) 332-3409  
Lewiston-Woodville – (252) 348-2820  
Colerain – (252) 356-2696  
Kelford – (252) 344-2161

## Board of Education

Tarsha Dudley – (252) 348-3299  
Bobby Occena – (252) 484-1063  
Emma Johnson – (252) 345-5331  
Jo Davis Johnson – (252) 482-3823  
Barry McGlone – (252) 209-6698

## Bertie County Schools

Central Services Complex – (252) 794-6000  
Askewville Pre-K – (252) 794-2260  
Aulander Elementary School – (252) 345-3211  
Bertie Early College High School – (252) 794-2150  
Bertie High School – (252) 794-3034  
Bertie Middle School – (252) 794-2143  
Bertie STEM High School – (252) 794-3034  
Colerain Elementary School – (252) 356-4714  
West Bertie Elementary School – (252) 344-7621  
Windsor Elementary School – (252) 794-5221

## Community Colleges

Roanoke-Chowan Community College – (252) 862-1200  
Martin Community College Williamston – (252) 792-1521  
Martin Community College Bertie – (252) 794-4861

## Private & Charter Schools

Lawrence Academy – (252) 482-4748  
Bethel Assembly Christian Academy – (252) 794-4034  
Heritage Collegiate Leadership Academy – (252) 794-0597





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## BOARD OF COMMISSIONERS

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

February 19, 2016

Chairman Tarsha Dudley and members of the Bertie County Board of Education:

We, the undersigned members of the Bertie County Board of Commissioners, respectfully request that the Board of Education reconsider the recent decision to deny shared use of the school system's new vehicle maintenance facility with the Heritage Collegiate Leadership Academy for the servicing of its school buses.

Providing safe transportation for all school children served by public education programs in Bertie County is one of our most significant responsibilities as elected officials, and should be without regard to the destination at a traditional school or charter school.

Sharing resources, supporting joint initiatives and working to "build unity in the community" are hallmarks of our recent efforts to support the Board of Education as evidenced by the County's support for the welding initiative, the EMT Cadet Program and the NC Department of Public Safety Corrections and Criminal Justice Cadet Program at Bertie High School.

It is our sincere desire to work cooperatively with the Board of Education to serve the best interest of all Bertie County citizens.

Respectfully,

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Ronald "Ron" Wesson  
District One

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Stewart White  
District Two

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Tammy Lee  
District Three

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John Trent  
District Four

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Ernestine Bazemore  
District Five

**Scott Sauer**

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**Subject:** Project authorization and request for budget approval

\$ 4,500 Clerk of Court—furnishings and office equipment primarily from NCSU State Surplus Warehouse  
45,000 Sheriff's Office—auxiliary generator, transfer switch and installation  
9,000 Sheriff's Office—labor for painting and preparation—interior offices  
3,200 Sheriff's Office—paint  
10,000 Sheriff's Office--Door replacement (7) for security purposes with commercial metal frames  
3,000 Sheriff's Office—Magnetic Locks  
6,500 Sheriff's Office—Carpet (430 yards) and Linoleum (144 yards)  
5,500 Sheriff's Office—labor for flooring material removal and installation of carpet and linoleum  
8,000 Sheriff's Office—installation of bullet proof glass, protective metal barrier, and casings/moldings  
32,000 Sheriff's Office—technology allowance for exterior door video coverage only  
40,000 Administration building—HVAC ventilation replacement  
54,000 Administration building—Exterior painting  
58,000 Courthouse--first floor painting and molding replacement

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\$278,700 Combined total for all projects

4,500 Clerk of Court--furnishings  
122,200 Sheriff's Office auxiliary generator, renovations, security enhancements and interior finishes  
94,000 Administration Building--HVAC and exterior painting  
58,000 Courthouse—first floor painting and molding replacement

\$278,700 Appropriated Fund Balance—based on excess landfill host fees projected at approximately \$300,000  
above budget.



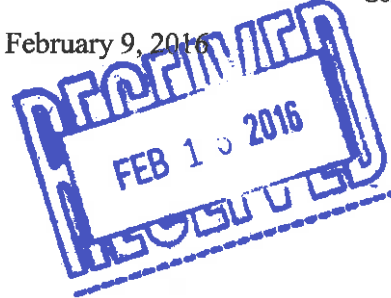
# McDAVID ASSOCIATES, INC.

*Engineers • Planners • Land Surveyors*

CORPORATE OFFICE  
(252) 753-2139 • Fax (252) 753-7220  
E-mail: [mai@mcdavid-inc.com](mailto:mai@mcdavid-inc.com)  
3714 N. Main Street • P.O. Drawer 49  
Farmville, NC 27828

GOLDSBORO OFFICE  
(919) 736-7630 • Fax (919) 735-7351  
E-mail: [maigold@mcdavid-inc.com](mailto:maigold@mcdavid-inc.com)  
109 E. Walnut Street • P.O. Box 1776  
Goldsboro, NC 27533

February 9, 2016



Mr. Scott Sauer, County Manger  
Bertie County  
P.O. Box 530  
Windsor, NC 27983

Subject: Bertie Co 2012 CDBG/Water  
Improvements  
Contract No. 1 - Water Improvements

Dear Scott:

Please find enclosed five (5) copies of Change Order No. 1 for the above subject. Upon your review and approval please execute and return four (4) copies to this office while retaining one (1) copy for your project files.

If you have any questions please contact me.

Sincerely,

McDavid Associates, Inc.

Charles A. Joyner, Jr., P.E.  
Farmville Office

CAJ/bbr

Enclosures

SECTION 01029		ORDER NO. 1
CONTRACT CHANGE ORDER		DATE 1/27/16
		STATE North Carolina
CONTRACT FOR	2012 CDBG/Water Improvements Contract No. 1 - Water Improvements	COUNTY Bertie
OWNER	Bertie County	

TO CGC, Inc.*(Contractor)*

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Change Meters to Neptune AMR's	\$	\$ 11,286.00
TOTALS	\$	\$ 11,286.00
NET CHANGE IN CONTRACT PRICE	\$	\$ 11,286.00

## JUSTIFICATION:

Change Meter to Neptune AMR's

Current Contract Amount adjusted by previous Change Order One hundred four thousand four hundred and 00/100 Dollars (\$104,400.00).

The amount of the Contract will be (~~Decreased~~) (Increased) By The Sum Of: Eleven thousand two hundred eighty six and 00/100 Dollars (\$11,286.00).

The Contract Total Including this and previous Change Orders Will Be: One hundred fifteen thousand six hundred eighty six and 00/100 Dollars (\$115,686.00).

The Contract Construction Completion Date prior to this Change Order is: December 31, 2015

The Contract Period Provided for Completion Will Be (Increased)(~~Decreased~~)(~~Unchanged~~): 14 Days after meters have been received.

The Revised Contract Construction Complete Date after this Change Order is: To be determined.

This document will become a supplement to the contract and all provisions will apply hereto.

REQUESTED BY OWNER: Bertie County

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name John Trent Title: Chairman, Bertie Co. Board of Commissioners

RECOMMENDED BY ENGINEER: McDavid Associates, Inc.

By: Charles A. Joyner, Jr. Date: 1/27/2016

Name: Charles A. Joyner, Jr., P.E. Title: Project Engineer

ACCEPTED BY CONTRACTOR: <sup>CGL, Inc.</sup> ~~GCG, Inc.~~

By: Bradley C. Gilliam Date: 2-4-16

Name: Bradley C. Gilliam Title: Vice - President

END OF SECTION



Attachment - Change Order No. 1 - Part A, Unit Price Changes  
 Contract No. 1 - Water Improvements  
 2012 CDBG Water Improvements  
 Bertie County

Item	Description	Unit	Contract As Per Bid			Adds/Deducts		Contract As Per CO#1 Part A	
			Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	3" PVC ASTM D2241, SDR 21, 200 PSI	LF	50	\$8.00	\$400.00		\$0.00	\$8.00	\$400.00
2	6" PVC ASTM D2241, SDR 21, 200 PSI	LF	3900	\$10.00	\$39,000.00		\$0.00	\$10.00	\$39,000.00
3	3" Gate Valve & Box	EA	2	\$900.00	\$1,800.00		\$0.00	\$900.00	\$1,800.00
4	6" Gate Valve & Box	EA	15	\$1,000.00	\$15,000.00		\$0.00	\$1,000.00	\$15,000.00
5	3" 90° Bend, PVC Fitting	EA	2	\$250.00	\$500.00		\$0.00	\$250.00	\$500.00
6	8" 11 1/2° Bend, Ductile Iron Fitting	EA	1	\$350.00	\$350.00		\$0.00	\$350.00	\$350.00
7	6" 22 1/2° Bend, Ductile Iron Fitting	EA	2	\$350.00	\$700.00		\$0.00	\$350.00	\$700.00
8	6" 45° Bend, Ductile Iron Fitting	EA	2	\$350.00	\$700.00		\$0.00	\$350.00	\$700.00
9	6" 90° Bend, Ductile Iron Fitting	EA	6	\$350.00	\$2,100.00		\$0.00	\$350.00	\$2,100.00
10	3" x 3" Tee, PVC Fitting for WL	EA	2	\$350.00	\$700.00		\$0.00	\$350.00	\$700.00
11	6" x 6" Tee, Ductile Iron Fitting for WL	EA	6	\$400.00	\$2,400.00		\$0.00	\$400.00	\$2,400.00
12	8" x 6" Tee, Ductile Iron Fitting for WL	EA	1	\$400.00	\$400.00		\$0.00	\$400.00	\$400.00
13	3" Plug, PVC Fitting for WL	EA	1	\$200.00	\$200.00		\$0.00	\$200.00	\$200.00
14	6" Plug Tapped 3" DI Fitting for WL	EA	1	\$350.00	\$350.00		\$0.00	\$350.00	\$350.00
15	6" Drybore w/6" SC & 3" PVC SDR 21	LF	40	\$90.00	\$3,600.00		\$0.00	\$90.00	\$3,600.00
16	10" Drybore w/10" SC & 6" PVC Pipe	LF	40	\$105.00	\$4,200.00		\$0.00	\$105.00	\$4,200.00
17	Fire Hydrants, 2 1/2" VO, 6" MJ Shoe	EA	4	\$2,500.00	\$10,000.00		\$0.00	\$2,500.00	\$10,000.00
18	3/4" Water Service	EA	20	\$800.00	\$16,000.00		\$0.00	\$800.00	\$16,000.00
19	3/4" Water Service & Service Transfer	EA	6	\$1,000.00	\$6,000.00		\$0.00	\$1,000.00	\$6,000.00
20	3/4" Water Service AMR	EA	0	\$0.00	\$0.00	1,500.00	\$0.00	\$1,500.00	\$0.00
21	3/4" Water Service Transfer AMP	EA	0	\$0.00	\$0.00	1,700.00	\$0.00	\$1,700.00	\$0.00
	Total				\$104,400.00		\$0.00		\$104,400.00

Attachment - Change Order No. 1 - Part B, Quantity Changes  
 Contract No. 1 - Water Improvements  
 2012 CDBG Water Improvements  
 Bertie County

Item	Description	Unit	Contract As Per CO#1 Part A			Adds/Deducts		Contract As Per CO#1	
			Quantity	Unit Price	Amount	Quantity	Amount	Quantity	Amount
1	3" PVC ASTM D2241, SDR 21, 200 PSI	LF	50	\$8.00	\$400.00	-38	(\$304.00)	12	\$96.00
2	6" PVC ASTM D2241, SDR 21, 200 PSI	LF	3900	\$10.00	\$39,000.00	-86	(\$860.00)	3814	\$38,140.00
3	3" Gate Valve & Box	EA	2	\$900.00	\$1,800.00		\$0.00	2	\$1,800.00
4	6" Gate Valve & Box	EA	15	\$1,000.00	\$15,000.00		\$0.00	15	\$15,000.00
5	3" 90° Bend, PVC Fitting	EA	2	\$250.00	\$500.00		\$0.00	2	\$500.00
6	6" 11 1/2° Bend, Ductile Iron Fitting	EA	1	\$350.00	\$350.00	-1	(\$350.00)	0	\$0.00
7	6" 22 1/2° Bend, Ductile Iron Fitting	EA	2	\$350.00	\$700.00		\$0.00	2	\$700.00
8	6" 45° Bend, Ductile Iron Fitting	EA	2	\$350.00	\$700.00	2	\$700.00	4	\$1,400.00
9	6" 90° Bend, Ductile Iron Fitting	EA	6	\$350.00	\$2,100.00	-1	(\$350.00)	5	\$1,750.00
10	3" x 3" Tee, PVC Fitting for WL	EA	2	\$350.00	\$700.00	-1	(\$350.00)	1	\$350.00
11	6" x 6" Tee, Ductile Iron Fitting for WL	EA	6	\$400.00	\$2,400.00	-1	(\$400.00)	5	\$2,000.00
12	6" x 6" Tee, Ductile Iron Fitting for WL	EA	1	\$400.00	\$400.00		\$0.00	1	\$400.00
13	3" Plug, PVC Fitting for WL	EA	1	\$200.00	\$200.00	-1	(\$200.00)	0	\$0.00
14	6" Plug Tapped 3" DI Fitting for WL	EA	1	\$350.00	\$350.00		\$0.00	1	\$350.00
15	6" Drybore w/6" SC & 3" PVC SDR 21	LF	40	\$90.00	\$3,600.00	-10	(\$900.00)	30	\$2,700.00
16	10' Drybore w/10" SC & 6" PVC Pipe	LF	40	\$105.00	\$4,200.00		\$0.00	40	\$4,200.00
17	Fire Hydrants, 2 1/2" VO, 6" MJ Shoe	EA	4	\$2,500.00	\$10,000.00		\$0.00	4	\$10,000.00
18	3/4" Water Service	EA	20	\$800.00	\$16,000.00	-20	(\$16,000.00)	0	\$0.00
19	3/4" Water Service & Service Transfer	EA	6	\$1,000.00	\$6,000.00	-6	(\$6,000.00)	0	\$0.00
20	3/4" Water Service AMR	EA	0	\$1,500.00	\$0.00	14	\$21,000.00	14	\$21,000.00
21	3/4" Water Service Transfer AMP	EA	0	\$1,700.00	\$0.00	9	\$15,300.00	9	\$15,300.00
Total					\$104,400.00		\$11,286.00		\$115,686.00



Water Infrastructure  
ENVIRONMENTAL QUALITY

PAT MCCRORY

Governor

DONALD R. VAN DER VAART

Secretary

KIM H. COLSON

Director

February 1, 2016

Ronald Wesson, Chairman, Board of County Commissioners  
Bertie County Water District II  
PO Box 530  
Windsor, NC 27983

**SUBJECT: Drinking Water State Revolving Fund  
Letter of Intent to Fund  
Water System Improvements/Water Loss  
Reduction Project  
September 2015 Application Cycle  
Project No.: WIF-1912**

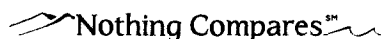
Dear Mr. Wesson:

The Division of Water Infrastructure has reviewed your application to the Drinking Water State Revolving Fund (DWSRF) program, and the State Water Infrastructure Authority has approved your project as eligible to receive a low-interest loan. The total loan amount will be \$1,339,350, repayable at zero interest. A loan fee of 2% will be invoiced after bids have been received.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

<u>Milestone</u>	<u>Date</u>
Engineering Report Submittal	June 1, 2016
Engineering Report Approval	November 1, 2016
Bid and Design Package Submittal	May 1, 2017
Bid and Design Package Approval	September 1, 2017
Advertise Project, Receive Bids, Submit Bid Information, <u>and</u> Receive Authority To Award	January 2, 2018
Execute Construction Contract(s)	February 1, 2018

The first milestone is the submittal of an Engineering Report by close of business on June 1, 2016. The Engineering Report must be developed using the updated guidance found on our website (<http://portal.ncdenr.org/web/wi/home>). **Failure to meet any milestone may result in the forfeiture of DWSRF funding for the proposed project.**



State of North Carolina | Environmental Quality | Water Infrastructure

1633 Mail Service Center, Raleigh, North Carolina 27699 | Location 512 N. Salisbury Street, Raleigh, North Carolina 27604

919 707 9160 T

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for DWSRF funding and the total loan amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total loan amount and loan terms.

Davis-Bacon Requirements and American Iron and Steel Provisions

Projects funded through the DWSRF program must comply with Davis-Bacon wage requirements and American Iron and Steel provisions. You can find standard specifications covering these requirements on our website.

General Assembly Notification Requirements

In accordance with G.S. 120-157.1 through 157.9, enacted on June 24, 2011, local government units with projects that require debt to be issued greater than \$1,000,000 **must** submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting this letter and providing a copy to the Division of Water Infrastructure upon receipt of this approval letter.

If you have questions, please contact Seth Robertson, PE, Chief, State Revolving Fund Section at 919-707-9175.

Sincerely,



Kim H. Colson, P.E.

CC: Doug Chapman, PE, McGill Associates, PA  
Ellen McKinnon, Martin McGill  
Vincent Tomaino, PE  
Mark Hubbard, PE  
DWSRF Project File (COM-LOIF)

**Bertie County**  
**Project Ordinance - Water District II**  
**NC Drinking Water SRF Project No.: WIF-1912**

**February 19, 2016**

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

Section I. The Governing Board of the County of Bertie, sitting as the Board of Commissioners for Water District II unanimously accepted and approved the “Letter of Intent to Fund” presented by the NC Drinking Water State Revolving Fund on February 19, 2016.

Section II. The project description includes the telemetry system upgrade for Water District II and the implementation of the water system’s loss reduction plan, in addition to other system improvements.

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

**BE IT RESOLVED**, that the Chairman and County Manager are directed to execute the documents for NC Drinking Water State Revolving Fund financing and NC Local Government Commission application materials associated with this project, including interim financing during construction;

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

Water District II (local) Appropriated fund balance	\$ 26,637
--	-----------

NC DWSRF Loan	\$1,339,500
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Total Project Funding	\$1,366,137
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The following amounts are appropriated for the project:

Construction	\$ 859,000
Engineering Fees	379,500
Legal Fees (local)	6,100
Easement Acquisitions	5,000
Administration	1,500
Advertisement & Permits	2,500
Closing Costs	26,637
Project Contingency	85,900
<hr/>	
Total Project Cost	\$1,366,137

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

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

Adopted this day 19th day of **February**, 2016.

---

John Trent, Chairman  
Board of Commissioners for Water District IV

---

Sarah S. Tinkham, Clerk to the Board

**AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**between**

**BERTIE COUNTY WATER DISTRICT II**

**and**

**GREEN ENGINEERING P.L.L.C**

**for**

**ENGINEERING SERVICES**

**related to the**

**BERTIE COUNTY REGIONAL WATER FACILITY  
SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM**

THIS AGREEMENT entered into this 19<sup>th</sup> day of February, 2016 by and between BERTIE COUNTY WATER DISTRICTS II (hereinafter called the OWNER) and GREEN ENGINEERING, P.L.L.C. a professional corporation with office at 303 Goldsboro Street, East, Wilson, North Carolina (hereinafter called the ENGINEERS).

WHEREAS, the OWNER has plans to develop a complete Supervisory Control and Data Acquisition (SCADA) system to serve the Bertie County Water District II.

WHEREAS, the OWNER desires to engage the ENGINEERS to provide Professional Engineering Services related to these improvements.

WITNESSETH, that the parties hereto do mutually agree as follows:

## ARTICLE I - SCOPE OF SERVICES

The Scope of Services contained in this Agreement shall include the following components:

A. PRELIMINARY ENGINEERING AND PLANNING

Prepare a Preliminary Engineering Report in accordance with NC DWSRF instruction and guidelines which evaluates:

1. Existing Facilities and Planning
2. Need and Purpose of Project
3. Alternative analysis and Present Worth
4. Financial Analysis

B. Environmental Information Document and Assessment

Develop an Environmental Report suitable for submission to Regulatory Agencies in order to obtain Project approval and Construction Permits.

C. FUNDING APPLICATION

Prepare Application for Funding to North Carolina Department of Environment and Natural Resources – Division of Water Infrastructure – Drinking Water State Revolving Fund (DWSRF) Program.

D. BASIS DESIGN SERVICES

These Services shall include all Preliminary and Final Design Phases including Contract Bidding and Negotiating

E. AGENCY PERMITS

Prepare and submit Applications for Plan Approval to all required Local, State and Federal Agencies in order to obtain the necessary Construction Permits. These Agencies shall include NCDOT, NCDNER Public Water Supply, and NCDENR Land Quality Section.



F. SURVEYING SERVICES

Conduct all field surveys required to develop data for project design and easement/deed preparation.

F. EASEMENT AND DEED PREPARATION

Based on field surveys, prepare draft documents for the county attorney to prepare final easement and deed documents required for Project implementation.

G. CONSTRUCTION OBSERVATION

The ENGINEER shall provide a Resident Project Representative (RPR) to assist the ENGINEER in observing progress and quality of the Work. Through the RPR's observations of the Contractor's work in progress and field checks of materials and equipment, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. The ENGINEER (including RPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

H. PROJECT ADMINISTRATION

Provide overall Project management; attend and conduct monthly construction progress meetings; approve shop drawings for materials used in the project; and review construction field records, pay estimates, and sales tax paid on Project.

I. GRANT AND LOAN ADMINISTRATION

Prepare monthly Loan and Grant Reports and manage funding reimbursements to OWNER.

J. GIS MAPPING AND ASSET MANAGEMENT PLAN UPDATE

Conduct GIS survey of new assets installed and provide updates to the current Asset Management Plan for Bertie County Water District IV.

ARTICLE II - SERVICES NOT INCLUDED IN SCOPE OF WORK

Services not included in this Agreement include but are not limited to the following items:

- A. Engineering and Reports outside the listed Scope of Services in this Contract.
- B. Design and/or permitting of any system improvements not identified in the Preliminary Engineering Report.

ARTICLE III - SCHEDULE

The work to be performed and the services to be rendered shall commence as directed by the OWNER with a final product to be delivered within 30 months (in accordance with NCDENR Letter of Intent dated February 1, 2016) of the ENGINEERS receiving a Notice to Commence work.

ARTICLE IV - COMPENSATION

For services rendered under Article I, the ENGINEERS shall be compensated on the basis of an agreed upon lump sum fee as listed and approved in the NCDWSRF Funding Application of:

A. Preliminary Engineering Report.....	\$ 38,000.00
B. Environmental Assessment.....	\$ 24,000.00
C. Funding Application.....	\$ 15,000.00
D. Permitting.....	\$ 5,000.00
E. Design.....	\$ 95,000.00
F. Surveying.....	\$ 3,500.00
G. Easement and Deed Preparation.....	\$ 1,500.00
H. Construction Observation.....	\$ 112,000.00
I. Project Administration.....	\$ 38,000.00
J. Grant and Loan Administration.....	\$ 28,000.00

K. GIS Mapping /Asset Management Plan Update..... \$ 19,500.00

THREE HUNDRED SEVENTY NINE THOUSAND, FIVE HUNDRED AND NO/100 Dollars (\$379,500.00). This is the total and complete amount of liability the County will incur for the provision of the services and fees related thereto performed by the ENGINEERS under ARTICLE I above.

ARTICLE V - COMPENSATION FOR ADDITIONAL SERVICES

Should services in addition to those described in Article I of this Agreement be requested and approved by written authorization from the County Manager, the ENGINEER shall be compensated for such services on either an agreed upon lump sum basis or on an hourly rate basis.

Hourly rates shall be in accordance with those specified on the attached "Hourly Rate Schedule" (Exhibit A).

ARTICLE VI - PAYMENT

Monthly partial payments shall be made to the ENGINEERS as work progresses. Partial payment for services rendered shall reflect the percentage of work completed for each item presented in the attached "Distribution of Compensation".

Partial payments for services rendered under an hourly rate basis shall be on the basis of hours charged to the job during the previous month by principals and employees of the ENGINEERS multiplied by the hourly rates shown in Exhibit A.

The ENGINEERS shall submit monthly statements requesting payment, accompanied by such supporting data as may be required by the OWNER. The OWNER shall approve or disapprove the ENGINEERS' requests for payment within thirty (10) calendar days after receipt. Upon approval of such payment requests by the OWNER, payment upon properly certified vouchers shall be made within ten (10) calendar days to the ENGINEERS.

## ARTICLE VII - SERVICES PROVIDED BY THE OWNER

It is understood that certain services, as required, will be performed and/or furnished by the OWNER. These services may include the following:

1. Assist the ENGINEERS by placing at their disposal all available information pertinent to the project, including previous reports and other relative data such as utility system as-built drawings; construction specifications; utility department budget and expenditure information; monthly water supply data and water system consumption records for a minimum of the latest twenty-four (24) month period.
2. Assist the ENGINEER in gaining access to all utility system properties as required for performance of the services described herein.

Insofar as any of the above services are necessary for the ENGINEERS' performance of their obligations under this Agreement, the OWNER shall be responsible for providing such services in a satisfactory and timely manner so as not to delay the ENGINEERS in their performance thereof.

## ARTICLE VIII – OWNERSHIP OF WORK PRODUCT

All work product, documents, and related information produced; created, or generated by the ENGINEERS under ARTICLE I are and will remain the sole property of the OWNER.

## ARTICLE IX - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the ENGINEERS agree as follows:

- A. The ENGINEERS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or veteran status. The ENGINEERS will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, age, handicap, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or

recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEERS agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- B. The ENGINEERS will, in solicitations or advertisement for employees placed by or on behalf of the ENGINEERS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or veteran status.
- C. In the event of the ENGINEERS' noncompliance with the non-discrimination clauses of this Agreement or with any such rules, regulations, or order, this Agreement may be canceled, terminated, or suspended in whole or in part; and the ENGINEERS may be declared ineligible for further OWNER agreements.

#### ARTICLE X- TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEERS will be paid for services rendered through the date of such termination, as mutually agreed upon between parties hereto.

In the case of termination under this paragraph, ENGINEERS shall have no liability to OWNER on account of such termination. The ENGINEERS do not accept responsibility or liability for partially completed information provided to the OWNER resulting from such termination.

#### ARTICLE XI - ENTIRE AGREEMENT

This document states the entire agreement between the OWNER and the ENGINEERS and shall not be modified except in writing and signed by authorized representatives of both parties.

#### ARTICLE XII – SITUS FOR INTERPERTATION ENFORCEMENT OF AGREEMENT

Any civil action arising out of this Agreement whether for breach, interpretation, or enforcement will be exclusively brought in the Superior Court of Bertie County, North Carolina. This provision is a mandatory requirement of this Agreement and may not be waived.

WITNESS WHEREOF, the parties hereto have made and executed this Agreement dated February 19, 2016.

Attest:

BERTIE COUNTY WATER DISTRICT II

\_\_\_\_\_  
Clerk to the Board

BY:

\_\_\_\_\_  
John Trent  
Chairman

\_\_\_\_\_  
Date

Attest:

GREEN ENGINEERING P.L.L.C

\_\_\_\_\_  
Penny B. Glover  
Notary Public

BY:

\_\_\_\_\_  
E. Leo Green Jr.  
Managing Member

My Commission Expires: September 6, 2019

Finance Officer Certifications:

This Agreement has been pre-audited in accordance with the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Signature of Finance Officer

**GREEN ENGINEERING, P.L.L.C.**  
**HOURLY RATE SCHEDULE**  
**EFFECTIVE FEBRUARY 1, 2016**

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

The above rates are effective through January 31, 2017. Rates may change each February 1st as a result of changes in direct labor costs.





PAT MCCRORY

*Governor*

DONALD R. VAN DER VAART

*Secretary*

KIM H. COLSON

*Director*

February 1, 2016

Scott Sauer, County Manager  
Bertie County Water District IV  
PO Box 530  
Windsor, NC 27983

**SUBJECT: Drinking Water State Revolving Fund  
Letter of Intent to Fund  
Roxobel Merger/Consolidation  
September 2015 Application Cycle  
Project No.: WIF-1897**

Dear Mr. Sauer:

The Division of Water Infrastructure has reviewed your application to the Drinking Water State Revolving Fund (DWSRF) program, and the State Water Infrastructure Authority has approved your project as eligible to receive a low-interest loan. The total loan amount will be \$1,678,550. \$500,000 of the total loan will be in the form of principal forgiveness, and the balance will have a maximum interest rate of 0%. A loan fee of 2% will be invoiced after bids have been received.

Please note that this intent to fund is contingent on approval of the loan through the Local Government Commission and on meeting **all** of the following milestones:

<u>Milestone</u>	<u>Date</u>
Engineering Report Submittal	June 1, 2016
Engineering Report Approval	November 1, 2016
Bid and Design Package Submittal	May 1, 2017
Bid and Design Package Approval	September 1, 2017
Advertise Project, Receive Bids, Submit Bid Information, and Receive Authority To Award	January 2, 2018
Execute Construction Contract(s)	February 1, 2018

The first milestone is the submittal of an Engineering Report by close of business on June 1, 2016. The Engineering Report must be developed using the updated guidance found on our website



(<http://portal.ncdenr.org/web/wi/home>). **Failure to meet any milestone may result in the forfeiture of DWSRF funding for the proposed project.**

Upon detailed review of the project during the funding process, it may be determined that portions of your project are not eligible for DWSRF funding and the total loan amount may be reduced. Additionally, changes in the scope or priority points awarded – based on additional information that becomes apparent during project review – may also result in changes to the total loan amount and loan terms.

Davis-Bacon Requirements and American Iron and Steel Provisions

Projects funded through the DWSRF program must comply with Davis-Bacon wage requirements and American Iron and Steel provisions. You can find standard specifications covering these requirements on our website.

General Assembly Notification Requirements

In accordance with G.S. 120-157.1 through 157.9, enacted on June 24, 2011, local government units with projects that require debt to be issued greater than \$1,000,000 **must** submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission. You are responsible for submitting this letter and providing a copy to the Division of Water Infrastructure upon receipt of this approval letter.

If you have questions, please contact Seth Robertson, PE, Chief, State Revolving Fund Section at 919-707-9175.

Sincerely,



Kim H. Colson, P.E.



CC: Mr. E. Leo Green, PE, Green Engineering, PLLC  
Vincent Tomaino, PE  
Mark Hubbard, PE  
DWSRF Project File (COM-LOIF)

 Nothing Compares<sup>SM</sup>

State of North Carolina | Environmental Quality | Water Infrastructure

1633 Mail Service Center, Raleigh, North Carolina 27699 | Location 512 N. Salisbury Street, Raleigh, North Carolina 27604

919 707 9160 T

**Bertie County**  
**Project Ordinance - Water District IV**  
**NC Drinking Water SRF Project No.: WIF-1897**  
**Roxobel Merger/Consolidation**

**February 19, 2016**

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

Section I. The Governing Board of the County of Bertie, sitting as the Board of Commissioners for Water District IV unanimously accepted and approved the “Letter of Intent to Fund” presented by the NC Drinking Water State Revolving Fund on February 19, 2016.

Section II. The project description includes the consolidation and merger of Water District IV and the Town of Roxobel’s water system, in addition to other system improvements.

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

**BE IT RESOLVED**, that the Chairman and County Manager are directed to execute the documents for NC Drinking Water State Revolving Fund financing and NC Local Government Commission application materials associated with this project, including interim financing during construction;

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

Water District IV (local) Appropriated fund balance	\$ 33,571
NC DWSRF Loan	\$1,178,550
NC DWSRF Principal Forgiveness	\$ 500,000
<hr/>	
Total Project Funding	\$1,712,121

The following amounts are appropriated for the project:

Construction	\$1,168,200
Engineering Fees	388,500
Legal Fees (local)	3,000
Advertisement & Permits	2,030
Interest	33,571
Project Contingency	116,820
<hr/>	
Total Project Cost	\$1,712,121

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

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

Adopted this day 19th day of **February**, 2016.

---

John Trent, Chairman  
Board of Commissioners for Water District IV

---

Sarah S. Tinkham, Clerk to the Board

**AGREEMENT FOR  
PROFESSIONAL ENGINEERING SERVICES**

**between**

**BERTIE COUNTY WATER DISTRICT IV**

**and**

**GREEN ENGINEERING P.L.L.C**

**for**

**ENGINEERING SERVICES**

**related to the**

**BERTIE COUNTY REGIONAL WATER SYSTEM  
ROXOBEL MERGER/CONSOLIDATION**

THIS AGREEMENT entered into this **19<sup>th</sup>** day of **February, 2016** by and between BERTIE COUNTY WATER DISTRICTS IV (hereinafter called the OWNER) and GREEN ENGINEERING, P.L.L.C. a Professional Corporation with offices at 303 Goldsboro Street, East, Wilson, North Carolina (hereinafter called the ENGINEERS).

WHEREAS, the OWNER has plans to develop Water System Improvements that will provide for an interconnection with the Town of Roxobel's present water distribution system . These Improvements require Engineering Services involving Planning; Financing Assistance; Design; Permitting; Surveying; Construction Observation and Administration; NCDENR-Division of Water Infrastructure Loan/Grant Administration; and Water System Records Updating, and

WHEREAS, the OWNER desires to engage the ENGINEERS to provide Professional Engineering Services related to these efforts.

WITNESSETH, that the parties hereto do mutually agree as follows:

## ARTICLE I - SCOPE OF SERVICES

The Scope of Services contained in this Agreement shall include the following components:

A. PRELIMINARY ENGINEERING AND PLANNING

Prepare a Preliminary Engineering Report in accordance with NC DWSRF instruction and guidelines which evaluates:

1. Existing Facilities and Planning
2. Need and Purpose of Project
3. Alternative and Present Worth Analysis
4. Financial Analysis

B. ENVIRONMENTAL INFORMATION DOCUMENT AND ASSESSMENT

Develop an Environmental Report suitable for submission to Regulatory Agencies in order to obtain Project approval and Construction Permits.

C. FUNDING APPLICATION

Prepare Application for Funding to North Carolina Department of Environment and Natural Resources – Division of Water Infrastructure – Drinking Water State Revolving Fund (DWSRF) Program.

D. BASIS DESIGN SERVICES

These Services shall include all Preliminary and Final Design Phases including Contract Bidding and Negotiating

E. AGENCY PERMITS

Prepare and submit Applications for Plan Approval to all required Local, State and Federal Agencies in order to obtain the necessary Construction Permits. These Agencies shall include NCDOT, NCDNER Public Water Supply, and NCDENR Land Quality Section.

F. SURVEYING SERVICES

Conduct all field surveys required to develop data for project design and easement/deed preparation.

F. EASEMENT AND DEED PREPARATION

Based on field surveys, prepare draft documents for the county attorney to prepare final easement and deed documents required for Project implementation.

G. CONSTRUCTION OBSERVATION

The ENGINEER shall provide a Resident Project Representative (RPR) to assist the ENGINEER in observing progress and quality of the Work. Through the RPR's observations of the Contractor's work in progress and field checks of materials and equipment, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. The ENGINEER (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

H. PROJECT ADMINISTRATION

Provide overall Project management; attend and conduct monthly construction progress meetings; approve shop drawings for materials used in the project; and review construction field records, pay estimates, and sales tax paid on Project.

I. GRANT AND LOAN ADMINISTRATION

Prepare monthly Loan and Grant Reports and manage funding reimbursements to OWNER.

J. GIS MAPPING AND ASSET MANAGEMENT PLAN UPDATE

Conduct GIS survey of new assets installed and provide updates to the current Asset Management Plan for Bertie County Water District IV.

ARTICLE II - SERVICES NOT INCLUDED IN SCOPE OF WORK

Services not included in this Agreement include but are not limited to the following items:

- A. Engineering and Reports outside the listed Scope of Services in this Contract.
- B. Design and/or permitting of any system improvements not identified in the Preliminary Engineering Report.

ARTICLE III - SCHEDULE

The work to be performed and the services to be rendered shall commence as directed by the OWNER with a final product to be delivered within 30 months (in accordance with NCDENR Letter of Intent dated February 1, 2016) of the ENGINEERS receiving a Notice to Commence work.

ARTICLE IV - COMPENSATION

For services rendered under Article I, the ENGINEERS shall be compensated on the basis of an agreed upon lump sum fee as listed and approved in the NCDWSRF funding application of:

A. Preliminary Engineering Report.....	\$ 38,000.00
B. Environmental Assessment.....	\$ 24,000.00
C. Funding Application.....	\$ 6,500.00
D. Permitting.....	\$ 2,500.00
E. Design.....	\$ 110,000.00
F. Surveying.....	\$ 3,500.00
G. Easement and Deed Preparation.....	\$ 2,000.00
H. Construction Observation.....	\$ 101,000.00
I. Project Administration.....	\$ 55,000.00
J. Grant and Loan Administration.....	\$ 25,000.00
K. GIS Mapping /Asset Management Plan Update.....	\$ 21,000.00



THREE HUNDRED EIGHTY EIGHT THOUSAND, FIVE HUNDRED AND NO/100 Dollars (\$388,500.00). This is the total and complete amount of liability the County will incur for the provision of the services and fees related thereto performed by the ENGINEERS under ARTICLE I above.

#### ARTICLE V - COMPENSATION FOR ADDITIONAL SERVICES

Should services in addition to those described in Article I of this Agreement be requested and approved by written authorization from the County Manager, the ENGINEER shall be compensated for such services on either an agreed upon lump sum basic or on an hourly rate basis.

Hourly rates shall be in accordance with those specified on the attached "Hourly Rate Schedule" (Exhibit A).

#### ARTICLE VI - PAYMENT

Monthly partial payments shall be made to the ENGINEERS as work progresses. Partial payment for services rendered shall reflect the percentage of work completed for each item presented in the attached "Distribution of Compensation".

Partial payments for services rendered under an hourly rate basis shall be on the basis of hours charged to the job during the previous month by principals and employees of the ENGINEERS multiplied by the hourly rates shown in Exhibit A.

The ENGINEERS shall submit monthly statements requesting payment, accompanied by such supporting data as may be required by the OWNER. The OWNER shall approve or disapprove the ENGINEERS' requests for payment within thirty (10) calendar days after receipt. Upon approval of such payment requests by the OWNER, payment upon properly certified vouchers shall be made within ten (10) calendar days to the ENGINEERS.

## ARTICLE VII - SERVICES PROVIDED BY THE OWNER

It is understood that certain services, as required, will be performed and/or furnished by the OWNER. These services may include the following:

1. Assist the ENGINEERS by placing at their disposal all available information pertinent to the project, including previous reports and other relative data such as utility system as-built drawings; construction specifications; utility department budget and expenditure information; monthly water supply data and water system consumption records for a minimum of the latest twenty-four (24) month period.
2. Assist the ENGINEER in gaining access to all utility system properties as required for performance of the services described herein.

Insofar as any of the above services are necessary for the ENGINEERS' performance of their obligations under this Agreement, the OWNER shall be responsible for providing such services in a satisfactory and timely manner so as not to delay the ENGINEERS in their performance thereof.

## ARTICLE VIII – OWNERSHIP OF WORK PRODUCT

All work product, documents, and related information produced, created, or generated by the ENGINEERS under ARTICLE I are and will remain the sole property of the OWNER.

## ARTICLE IX - EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the ENGINEERS agree as follows:

- A. The ENGINEERS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or veteran status. The ENGINEERS will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, national origin, age, handicap, or veteran status. Such action shall include, but not be limited to, the following:

employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEERS agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

- B. The ENGINEERS will, in solicitations or advertisement for employees placed by or on behalf of the ENGINEERS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or veteran status.
- C. In the event of the ENGINEERS' noncompliance with the non-discrimination clauses of this Agreement or with any such rules, regulations, or order, this Agreement may be canceled, terminated, or suspended in whole or in part; and the ENGINEERS may be declared ineligible for further OWNER agreements.

#### ARTICLE X- TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEERS will be paid for services rendered through the date of such termination, as mutually agreed upon between parties hereto.

In the case of termination under this paragraph, ENGINEERS shall have no liability to OWNER on account of such termination. The ENGINEERS do not accept responsibility or liability for partially completed information provided to the OWNER resulting from such termination.

## ARTICLE XI - ENTIRE AGREEMENT

This document states the entire agreement between the OWNER and the ENGINEERS and shall not be modified except in writing and signed by authorized representatives of both parties.

## ARTICLE XII – SITUS FOR INTERPERTATION ENFORCEMENT OF AGREEMENT

Any civil action arising out of this Agreement whether for breach, interpretation, or enforcement will be exclusively brought in the Superior Court of Bertie County, North Carolina. This provision is a mandatory requirement of this Agreement and may not be waived.

WITNESS WHEREOF, the parties hereto have made and executed this Agreement dated February 19, 2016.

Attest:

BERTIE COUNTY WATER DISTRICT IV

\_\_\_\_\_  
Clerk to the Board

BY:

\_\_\_\_\_  
John Trent  
Chairman

\_\_\_\_\_  
Date

Attest:

GREEN ENGINEERING P.L.L.C

\_\_\_\_\_  
Penny B. Glover  
Notary Public

BY:

\_\_\_\_\_  
E. Leo Green Jr.  
Managing Member

My Commission Expires: September 6, 2019

Finance Officer Certifications:

This Agreement has been pre-audited in accordance with the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Signature of Finance Officer

**GREEN ENGINEERING, P.L.L.C.**  
**HOURLY RATE SCHEDULE**  
**EFFECTIVE FEBRUARY 1, 2016**

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

The above rates are effective through January 31, 2017. Rates may change each February 1st as a result of changes in direct labor costs.