

AGENDA

All items are for discussion and possible action.
Perquimans County Board of Commissioners

Meeting Room at Perquimans County Library

August 4, 2025

7:00 p.m.

I. Call to Order

II. Prayer & Pledge

III. Approval of Agenda

IV. Consent Agenda

(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal of an item or items is made by a Commissioner or Commissioners.)

- A. Approval of Minutes July 7, 2025, Regular Meeting and July 21, 2025 Regular Work Session **(cancelled)**.
- B. Tax Refund & Tax Release Approvals
- C. Personnel Matters
 - 1. Appointment: Social Worker IA&T
 - 2. Appointment: Certified Telecommunicator II
 - 3. Resignation: PT/FI Telecommunicator
 - 4. Resignation: PT/FI Paramedic I
 - 5. Resignation: PT/FI EMT
 - 6. Resignation: Administrative Officer I
 - 7. Removal from Roster: PT/FI Paramedic
 - 8. Termination: Social Worker III (2)
 - 9. Merit Increase: Telecommunicator (3)
 - 10. Merit Increase: PT/FI AEMT
 - 11. Step Increase: IMC II
 - 12. Step Increase: Certified Deputy

**ACTION
REQUIRED**

V. Introduction of New Employees

- 1. Amanda Diez
- 2. Molly Miller

**NO ACTION
REQUIRED**

VI. Scheduled Appointments

- 1. Bill Jennings – Tax Collection Percentage Report

**POSSIBLE
ACTION
REQUIRED**

7:00 p.m.

VII. Commissioner's Concerns/Committee Reports

- A. Wallace Nelson – NC Coastal Counties Fisheries Coalition
- B.

**NO
ACTION
REQUIRED**

VIII. Old Business

- A. Updates from County Manager

**NO
ACTION
REQUIRED**

IX. New Business

- A. Sale of Surplus Equipment
- B. Jonathan Nixon, Emergency Services Director – NCSHP Donation of VIPER Public Safety Radio Equipment
- C. Jonathan Nixon – Perquimans/Pasquotank PSAP Mutual Aid Agreement

**ACTION
REQUIRED**

**ACTION
REQUIRED**

- D. Jonathan Nixon – Emergency Services Director – Updated CM at Risk Agreement with AR Chesson for Perquimans-Gates 911 Expansion Project
- E. Jonathan Nixon -Emergency Services Director – Emergency Services Building Roof Replacement
- F. Recreation Advisory Board Application

X. Unscheduled Appointments/Public Comments

(If you wish to address the Board, please state your name for the record prior to speaking)

**NO
ACTION
REQUIRED**

- A.
- B.
- C.

XI. Closed Session: Per N.C.G.S. §143-318-11(5) – The purpose of the Closed Session is 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 the price and other material terms of a contract or a proposed contract for the acquisition of real property by purchase, option, exchange, or lease and to approve Closed Session Minutes.

(After the Closed Session, the Board is subject to return to Open Session and may take action as needed on any items discussed during the closed session.)

**ACTION
REQUIRED**

XII. Adjournment

**ACTION
REQUIRED**

FOR INFORMATION ONLY:



DEPARTMENT HEAD REPORT:

- Plat Log
- Building Inspector's Report
- Code Enforcement Report
- Enforced Collections Report
- Sheriff's Office Report

COMMITTEE WRITTEN REPORTS:



NOTES FROM THE COUNTY MANAGER

August 4, 2025

7:00 p.m.

CONSENT AGENDA NOTES

(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal from the Consent Agenda is heard from a Commissioner)

IV. Enclosures: Items included on the Consent Agenda are enclosed.

If you wish to discuss any of these matters, please make that request during the meeting.

A. **Enclosures:** Approval of Minutes July 7, 2025, Regular Meeting and July 21, 2025 Regular Work Session (cancelled).

B. **Enclosures:** Tax Refund / Release Approvals – see attached listing

C. **Enclosures:** Personnel Matters

Dept	Employee Name	Employee Status	Employee Job Title	Grade/ Step	New Salary	Effective Date
DSS	Bryhana Midgette	FT Hire	Social Worker IA&T	67/4	\$46,662.00	08/01/2025
911	Allen Foy	FT Hire	Certified Telecomm. II	66/2	\$20.44 / hr.	08/01/2025
911	Sandra Rose	Resignation	PT/FI Telecomm.			07/25/2025
EMS	Donna Vaughan	Resignation	PT/ FI Paramedic I			08/23/2025
EMS	Brayden Clemens	Resignation	PT/FI EMT			08/01/2025
DSS	Antonio Williams	Resignation	Administrative Officer I			07/31/2025
EMS	Zach Smith	Removal from Roster	PT/FI Paramedic			08/01/2025
DSS	Demetrius Stokley	Termination	Social Worker III			07/18/2025
DSS	Teahna Nixon	Termination	Social Worker III			07/21/2025
911	Rhianna Tucker	Merit Increase	FT Telecomm	64/2	\$18.72/hr.	08/01/2025
911	Courtney Langley	Merit Increase	FT Telecomm	64/2	\$18.72/hr.	08/01/2025
911	Morgan Story	Merit Increase	FT Telecomm	64/3	\$19.18/hr.	08/01/2025
EMS	Lisa Whidbee	Merit Increase	PT/FI AEMT	66/5	\$21.99/hr.	08/01/2025
DSS	Joelisa Drew	Step Increase	IMC II	63/3	\$38,171	08/01/2025
SO	William Wright	Step Increase	Certified Deputy	68/4	\$48,760	08/01/2025

V. The following introduction of new employees will be done:

A. **Introduction of New Employees:** The following employees will be introduced:

Department Head	Employee Name	Employee Job Title	Effective Date
Jonathan Nixon	Amanda Diez	AEMT	06/01/2025
Jonathan Nixon	Molly Miller	Telecommunicator	07/01/2025

VI. Scheduled Appointments:

A. Bill Jennings will present the Collection Percentage Report.

VII. Commissioners Concerns: Wallace Nelson would like to speak about the foundation of the NC Coastal Counties Fisheries Coalition.

IX. New Business

A. **Sale of Surplus Equipment:** The buyers approved at the July 7, 2025 meeting did not complete the purchase of the following property. The bid will end on Monday, August 4, 2025. The sale amounts will be updated by the Clerk at the meeting.

Buyer	Vehicle	Date Sold	Starting Bid	Sale Amount
	2014 Ford F150 VIN# 7774		\$500.00	
	6500 PowerPro Stryker Stretcher		\$50	

B. Jonathan Nixon will request authorization for the ES Director to work with the NC State Highway Patrol to facilitate the smooth transition of equipment from County ownership/maintenance to NCSHP ownership/maintenance.

- C. Jonathan Nixon will request authorization to enter into agreement with Pasquotank County for Mutual Aid allowing Perquimans PSAP and Pasquotank PSAP to work together in the event of a major disaster to provide support to our neighbors.
- D. Jonathan Nixon will present an updated CM at Risk Agreement with AR Chesson for Perquimans-Gates 911 Expansion Project for action by the Board, requesting authorization to sign the updated contract with AR Chesson as presented by staff and approved by the Architect. This document is a supplement to the initial contract signed 1/31/2025 by the County Manager. The project remains on budget and on schedule. Email received by County Manager Frank Heath on 7/30/2025 delegating authority to Jonathan Nixon to sign the contract.
- E. Jonathan Nixon will present the contract for the Emergency Services Building Roof Replacement Project for action by the Board.
- F. An application for the Recreation Advisory Board was received and previously sent to the Board for review. Board action is requested.

REGULAR MEETING

July 7, 2025

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, July 7, 2025, at 7:00 p.m. in the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944.

MEMBERS PRESENT: Wallace E. Nelson, Chairman Charles Woodard, Vice Chairman
 Timothy J. Corprew James W. Ward
 Kathryn M. Treiber

MEMBERS ABSENT: Joseph W. Hoffer

OTHERS PRESENT: Hackney High, County Attorney Brandon Shoaf, Assistant County Manager
 Frank Heath, County Manager Rebecca T. Corprew, Clerk to the Board
 Mary Hunnicutt, Part-Time/ Fill-In Clerk to the Board

Vice Chairman Woodard called the meeting to order. Timothy J. Corprew gave the invocation, and the Vice Chairman led the Pledge of Allegiance.

AGENDA

Vice Chairman Woodard stated that the Agenda was at their seats and asked if there were any additions or corrections to the amended Agenda. There being none, Chairman Nelson asked for a motion to approve the Agenda as presented. Kathryn M. Treiber made a motion to approve the Agenda as presented. The motion was seconded by James W. Ward and unanimously approved by the Board.

CONSENT AGENDA

Vice Chairman Woodard asked if there were any items that the Board wished to remove from the Consent Agenda to discuss. There being none, Timothy J. Corprew made a motion to approve the Consent Agenda. The motion was seconded by Kathryn M. Treiber and unanimously approved by the Board.

A. **Approval of Minutes:** The minutes of June 2, 2025 Budget Presentations, June 16, 2025, Special Called Meeting, and June 16, 2025 Work Session (**cancelled**) were approved.

B. **Tax Refund / Release Approvals:**

Tax Refunds (Perquimans County):

Joel Morgan Badley -----\$165.26

Owner is exempt due to military status. He should not have paid. Account No. 82414823

Christin Colleen Nixon -----\$112.01

Sold vehicle-10 month refund. Account No. 77114969.

Tax Refunds (Hertford):

Christin Colleen Nixon -----\$112.01

Sold vehicle-10 month refund. Account No. 77114969.

C. **Personnel Matters:** The following personnel matters were approved by the Board:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Molly Miller	FT Hire	Non-Certified TC	60/1	\$15.32/hr.	7/1/2025
Isabel Jarvis	PT Hire	PT/FI Non-Cert. TC	60/1	\$15.32/hr.	7/1/2025
Sandra LaRose	PT Hire	PT/FI Non-Cert. TC	60/1	\$15.32/hr.	7/1/2025
Kathryn Touchton	PT Hire	PT/FI Non-Cert. TC	60/1	\$15.32/hr.	7/1/2025
Legend 'Alex' Prescott	PT Hire	PT/FI EMT	64/1	\$18.26/hr.	7/1/2025
Jessica Owens	PT Hire	PT/FI EMT	64/1	\$18.26/hr.	7/1/2025
Ashlyn Overman	PT Hire	PT/FI EMT	64/1	\$18.26/hr.	7/1/2025
Stacy Simpson	Reclassification	IMC II	63/1	\$36,354.00	7/1/2025
Zeb Dancker	Reclassification	TC III	68/10	\$27.13/hr.	7/1/2025
Taylor Russell	Reclassification	PT/FI TC II	66/6	\$22.54/hr.	7/1/2025
Emily Harrell	Reclassification	PPT TC II	66/11	\$25.46/hr.	7/1/2025
Erle Solesbee	Reclassification	Chief Building Inspector	71/7	\$59,851.00	7/1/2025
Virgil Parrish	Title Change	PT/FI Inspector			7/1/2025
William Preston Ward	Reclassification	Investigator II	74/7	\$68,298.00	7/1/2025
James Fowden	Reclassification	Investigator II	74/7	\$68,298.00	7/1/2025
Christopher Murray	Reclassification	Deputy II	70/7	\$57,272.00	7/1/2025
Taylor Russell	Resignation	FT TC III			7/1/2025
Nikia Davenport	Resignation	Social Worker III			6/25/2025

Chloe Sehlmeier	Resignation	PT/FI EMT			6/19/2025
Jackie Greene	Resignation	Board of Elections Director			7/18/2025
Thomas Reid	Merit Increase	Chief Deputy	75/9	\$74,941.00	7/1/2025
LeAnne Wynne	Merit Increase	Office Manager	63/12	\$47,559.00	7/1/2025
Dean Polumbo, Jr.	Merit Increase	Certified Deputy	68/5	\$49,949.00	7/1/2025
Brian Baker	Merit Increase	Animal Control Officer	63/7	\$42,086.00	7/1/2025
Maribeth Harris	Merit Increase	Office Manager	65/10	\$49,463.00	7/1/2025
Tracy Hunter	Merit Increase	Water Technician II	61/11	\$42,490.00	7/1/2025
Robert Smith	Merit Increase	Water Technician I	58/10	\$36,348.00	7/1/2025
Steven Stallings	Merit Increase	Water Plant Operator	69/15	\$66,618.00	7/1/2025
Gary Wayne Jordan	Merit Increase	Paramedic Shift Supervisor	72/8	\$30.82/hr.	7/1/2025
Heather Miller	Merit Increase	Paramedic Shift Supervisor	72/7	\$30.07/hr.	7/1/2025
Sharon Cooper	Merit Increase	Office Manager	62/8	\$41,281.00	7/1/2025
William Wynne, Jr.	Step Increase	Code Enforcement Officer	61/3	\$34,955.00	7/1/2025
Casey White	Step Increase	Human Resources Coordinator	68/2	\$46,437.00	7/1/2025
Kanisha Mercer	Step Increase	Social Work Supervisor III	73/3	\$59,282.00	7/1/2025

D. **Budget Amendment No.1:** The following budget amendments were approved by the Board:

**BUDGET AMENDMENT NO. 1
GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-014	Foundation Grant – EMS – ECU	5,000	
10-592-742	Foundation Grant Expense	5,000	

EXPLANATION: To amend the FY 25-26 Budget to include a 5,000 ECU Health grant as awarded for an AED Project.

E. **Contract:** The following contract was approved by the Board:

Albemarle Commission Senior Nutrition Contract effective 07/01/2025-06/30/2026.

F. **Board Appointments:**

1. COA Board of Trustees: The Board approved the reappointment of Wallace Nelson.
2. Local Library Board: The board approved the reappointment of Robert Martin Jr. and Maurice Bunch.
3. Recreation Advisory Board: The Board approved the reappointment of Martina McClenney and Cynthia Cunningham.

INTRODUCTION OF NEW EMPLOYEES

Introduction of New Employees: The following new employees were introduced to the Board:

Department Head	Employee Name	Employee Job Title	Effective Date
Tom Reid – Sheriff	Matthew Ward	Non-Certified Deputy	06/01/2025
Shelby White – Sheriff	Nathan McKecuen	Non-Certified Deputy	05/12/2025
Angela Jordan, DSS Director	Bryhanna Midgette	Social Worker II > III	06/02/2025

After the supervisor and employees made their comments, the Board welcomed them to Perquimans County.

SCHEDULED APPOINTMENTS:

1. Bill Jennings: Tax Administrator: Vice Chairman Woodard stated that Mr. Jennings could not attend but did provide the 2024 real estate collection percentage at .96546 at the end of June 2025.
2. Gary Kollman: NC American Legion Firefighter of the Year: Chairman Nelson welcomed Mr. Kollman. Mr. Kollman explained the American Legion State of NC Firefighter of the Year Award. Mr. Kollman then explained why Tex Mitchell was chosen for this award. The award was presented to Mr. Mitchell by Mr. Kollman. The Board thanked him for his service to our country and to Perquimans County.
3. Jared Harrell: Extension Director: Mr. Harrell introduced Ms. Whitney White as the 4-H NCACC Delegate for the 2025 NCACC Annual Conference. The Board approved Ms. White's representation and thanked her for her commitment to our county and to the youth of NC. A picture was taken with the Board and Ms. White.
4. Jamie Johnson: Perquimans County Schools Maintenance Director: Mr. Johnson presented a request to use available NC Education Lottery funds for replacing playground equipment at Perquimans Central School and for fire alarm upgrades at all four schools. Timothy J. Corprew made a motion to

approve the use of lottery funds as presented. The motion was seconded by James W. Ward and unanimously approved by the Board.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

Charles Woodard: Mr. Woodard provided the following Perquimans County Museum report for June 2025:

Visitors: 37	Hours Opened: 62
Sales:\$101.00	Staff: Sid Eley & Glen White
Donations:\$0.00	
Added to Museum Collection: New Hope School Clock & Pictures Framed Ad for Harris Supermarket	
Accomplished: Museum Needs: More Space Add sign on US 17 by-pass	

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates: The bid opening starts at 9 a.m. on Tuesday July 8, 2025 for the new 911 center to include the replacement of the roof for the EMS building.

County Manager Heath also recognized Chairman Nelson for the appointment as President of the NCACC at the upcoming Annual Meeting.

NEW BUSINESS

- A. **Resolution to Sell Surplus Equipment on GovDeals:** The buyers approved at the June 2, 2025 meeting did not complete the purchase of the following property. The bid ended on Monday, July 7, 2025. A motion was made by Timothy J. Corprew to approve the sale of these vehicles for the bid amounts as stated. The motion was seconded by James W. Ward and unanimously approved by the Board.

Buyer	Vehicle	Date Sold	Starting Bid	Sale Amount
Ryan Terry	2014 Ford F150 VIN# 7774	07/07/25	\$500.00	\$ 3,755.00
Clarence Garvin	2015 Dodge Charger VIN#8938	07/07/25	\$500.00	\$ 1,631.00

- B. **Resolution to Sell Surplus Equipment on GovDeals:** The following Resolution to declare several vehicles and equipment as surplus and authorize County Manager to sell vehicles and equipment on GovDeals were approved by the Board:



**PERQUIMANS COUNTY
BOARD OF COMMISSIONERS**

P.O. BOX 45
HERTFORD, NORTH CAROLINA 27944
TELEPHONE: 1-252-428-7559

BERNICE T. CORPREW
CLERK TO BOARD
401 FLEANS BLVD., SUITE 100
HERTFORD, NC 27944

WALLACE E. NELSON
CHAIRMAN
CHARLES WOODARD
VICE-CHAIRMAN
TIMOTHY J. CORPREW
JUDITH H. FORTNER
KATHLEEN H. BRIDGER
JAMES W. WARD
W. BRUCE RICHARDS
COUNTY ATTORNEY

**RESOLUTION AUTHORIZING SALE
OF CERTAIN SURPLUS COUNTY PROPERTY**

WHEREAS, the Perquimans County Board of Commissioners desires to dispose of certain surplus property of the County;

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

1. The following described property is hereby declared to be surplus to the needs of the County:

Model	Make	Serial No.	Department
6500 Power Pro XT	Stryker	0203-0043	EMS

2. The County Manager is hereby authorized and directed to proceed on behalf of the Perquimans County Board of Commissioners to sell this property on GovDeals.

3. The County reserves the right to reject any or all bids and decide not to sell the property at any time during this process.

4. The County Manager, in accordance with State law, shall cause a summary of this resolution to be posted on bulletin board at Courthouse and place it on the County's website and Facebook page. After not less than ten (10) days from the date of publication, the County Manager is authorized to sell the above-described property to the highest bidder.

Adopted this 7th day of July, 2023.

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

ATTEST:

Bernice T. Corprew, Clerk to the Board



SEAL

Perquimans County's Vision:
To be a community of opportunity in which to live, learn, work, prosper and play.

- C. **Board Vacancies:** County Manager Heath encouraged the Board to talk with fellow community members about the Recreation Advisory Board vacancy.
- D. **NCACC Voting Delegate:** A voting delegate and alternate must be selected for the 118th Annual NCACC Conference in August. Timothy J. Corprew nominated Charles Woodard for the primary voting delegate and all were in favor. Charles Woodard nominated Timothy J. Corprew as the alternate voting delegate and all were in favor.
- E. **Town of Hertford Power Access Site at Marine Industrial Park:** Assistant County Manager Brandon Shoaf requested approval from the Board to effectuate a contract regarding the conveyance of land in Phase II of the Commerce Center to the Town of Hertford. The land will allow the town to install a second delivery point of power at the Commerce Center. This delivery point will help MiTek as well as future businesses who will utilize the Marine Industrial Park. A motion was made by Charles Woodard. The motion was seconded by Timothy J. Corprew and unanimously approved by the Board.

PUBLIC COMMENTS

There were no public comments made.

ADJOURNMENT

Chairman Nelson asked if there were any further comments or business to discuss. There being none, the Regular Meeting was adjourned at 7:48 p.m. on motion made by Timothy J. Corprew, seconded by James W. Ward and unanimously approved by the Board.

Wallace E. Nelson, Chairman

Clerk to the Board

Refunds and Releases**July 29, 2025****Tax Refunds: (Perquimans)**

Christina Anne Twine **\$101.19**
Owner exchanged one plate for another.
Taxes had already been paid on exchanged
plate per Currituck County.
Account#: 81763356

Adam Larn Lassiter **\$293.43**
Sold vehicle; 11-month refund.
Account#: 82718745

Carmen Naegeli **\$147.72**
Sold vehicle; 10-month refund.
Account#: 78321360

Shannon Marie Xiques **\$143.68**
Vehicle totaled; 9-month refund.
Account#: 83607036

Bobbi Nicole Hartwell **\$139.90**
Situs error.
Account#: 86389338

Maureen Frances McNiff **\$122.18**
Vehicle sold; 7-month refund.
Account#: 69769844

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Bryhana Midgette

SOC. SEC. NO.: _____

COPYPOSITION: Social Worker IATDEPT.: Social Services

*****Ms. Midgette is not fully qualified as a Social Worker IAT and will be a work against as a Social Worker II for 11 months and a Social Worker III for one year*****

☒ NEW EMPLOYEE EFFECTIVE DATE: August 1, 2025GRADE: 67 STEP: 4 SALARY: \$46,662.00

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐

Date

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.

GRADE: _____ STEP: _____ SALARY: _____

☐

Date

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
RAISE. (YEAR 2 3 4)

GRADE: _____ STEP: _____ SALARY: _____

☐

Date

DATE OF EMPLOYEE TERMINATION/RESIGNATION.

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

Date

GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE-NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN
SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION
COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

DATE: July 16, 2025

COUNTY MANAGER APPROVAL

DATE: 7-24-2025

FINANCE OFFICER _____

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 7/22/2025
IV.C. - Page 2

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Allen FoySOC. SEC. NO.: COPYPOSITION: Full -Time Certified Telecommunicator II DEPT.: 911☒ NEW EMPLOYEE EFFECTIVE DATE: 8/1/2025GRADE: bb STEP: 2 SALARY: \$20.44 HourlyENDING DATE OF PROBATIONARY PERIOD: 8/1/2026

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____
Date _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date _____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.☐ _____
Date _____ DATE OF EMPLOYEE RESIGNATION☐ _____
Date _____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

DATE: 7/22/25

COUNTY MANAGER APPROVAL

DATE: 7.25-2025

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: July 28, 2025 Page 3

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Sandra LaRose SOC. SEC. NO.: POSITION: Part-Time Fill-In Non-Certified Telecommunicator DEPT.: 911

☐ NEW EMPLOYEE EFFECTIVE DATE: _____
GRADE: _____ STEP: _____ SALARY: _____
ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date

X 7/25/2025
Date

DATE OF EMPLOYEE RESIGNATION

☐ _____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

DATE: 7/28/25

COUNTY MANAGER APPROVAL

DATE: 7-28-2025

FINANCE OFFICER

DATE: _____

Revised 7/05

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Donna VaughnSOC. SEC. NO.: COPYPOSITION: Part-Time Fill-in Paramedic IDEPT.: EMS☐ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.

GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)

GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date**X** 8/23/2025 DATE OF EMPLOYEE RESIGNATION
Date☐ _____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: 7/29/25DATE: 7-31-2025

FINANCE OFFICER

DATE: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Brayden ClemensSOC. SEC. NO.: COPYPOSITION: Part-Time Fill-In EMTDEPT.: EMS☐ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____
Date DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.☒ 8/1/2025 DATE OF EMPLOYEE RESIGNATION
Date☐ _____
Date RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

DATE: 7/22/25

FINANCE OFFICER

DATE: _____

COUNTY MANAGER APPROVAL

DATE: 7-25-2025

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Antonio Williams

SOC. SEC. NO.: _____

POSITION: Administrative Officer IDEPT.: Social Services

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐ _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____**X** 7/31/2025 DATE OF EMPLOYEE TERMINATION/RESIGNATION.
Date☐ _____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____THE ABOVE-NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN
SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION
COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: July 10, 2025DATE: 7-22-2025

FINANCE OFFICER _____

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 7/22/2025 W.C. Page 7

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Zach SmithSOC. SEC. NO.: COPYPOSITION: Part-Time Fill-In ParamedicDEPT.: EMS☐ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐ _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____☐ _____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date TIONARY PERIOD.☒ 8/1/2025 DATE OF EMPLOYEE REMOVAL FROM ROSTER
Date☐ _____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

DATE: 7/24/25

COUNTY MANAGER APPROVAL

DATE: 7-25-2025

FINANCE OFFICER

DATE: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Demetrius Stokley

SOC. SEC. NO.: _____

POSITION: Social Worker IIIDEPT.: Social Services

___ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

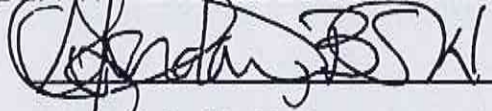
☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐ _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____**X** 7/18/2025 DATE OF EMPLOYEE TERMINATION/RESIGNATION.
Date

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

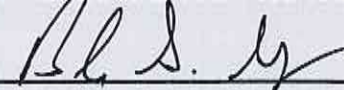
Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE-NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN
SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION
COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION


DATE: July 18, 2025

COUNTY MANAGER APPROVAL


DATE: 7-24-2025

FINANCE OFFICER _____

DATE: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Teahna NixonSOC. SEC. NO.: COPYPOSITION: Social Worker IIIDEPT.: Social Services

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

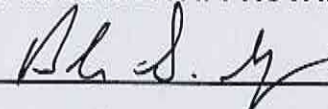
YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐ _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____X 7/21/2025 DATE OF EMPLOYEE TERMINATION/RESIGNATION.
DateRECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____THE ABOVE-NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN
SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION
COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION


DATE: July 21, 2025

COUNTY MANAGER APPROVAL


DATE: 7-24-2025

FINANCE OFFICER _____

DATE: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Rhianna Tucker

SOC. SEC. NO.:

POSITION: Full-Time Telecommunicator IDEPT.: 911

☐ NEW EMPLOYEE EFFECTIVE DATE: _____
GRADE: _____ STEP: _____ SALARY: _____
ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date

☐ _____ DATE OF EMPLOYEE RESIGNATION
Date

X 8/1/2025 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: 64 STEP: 2 SALARY: \$18.72 Hourly

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: 7/22/25DATE: 7-25-2025

FINANCE OFFICER

DATE: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Courtney Langley

SOC. SEC. NO.:

COPYPOSITION: Full-Time Telecommunicator IDEPT.: 911☐ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.

GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)

GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date TIONARY PERIOD.☐ _____ DATE OF EMPLOYEE RESIGNATION
Date**X** 8/1/2025 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: 64 STEP: 2 SALARY: \$18.72 Hourly

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

DATE: 7/22/25

COUNTY MANAGER APPROVAL

DATE: 7-25-2025

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 7/22/2025
IV.C. - Page 12

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Morgan StorySOC. SEC. NO.: COPYPOSITION: Full-Time Telecommunicator IDEPT.: 911☐ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐

Date

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐

Date

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____☐

Date

DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

☐

Date

DATE OF EMPLOYEE RESIGNATION

X 8/1/2025 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: 64 STEP: 3 SALARY: \$19.18 Hourly

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____
PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: 7/22/25DATE: 7-25-2025

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 7/22/2025 IV.C. Page 13

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPYNAME: Lisa Whidbee

SOC. SEC. NO.: _____

POSITION: Part-Time Fill-in AEMTDEPT.: EMS☐ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.

GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)

GRADE: _____ STEP: _____ SALARY: _____

☐ _____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date TIONARY PERIOD.☐ _____ DATE OF EMPLOYEE RESIGNATION
Date

X 8/1/2025 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: 66 STEP: 5 SALARY: \$21.99 Hourly

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: 7/22/25DATE: 7.25.2025

FINANCE OFFICER

DATE: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Joelisa DrewSOC. SEC. NO.: COPYPOSITION: Income Maintenance Caseworker IIDEPT.: Social Services

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

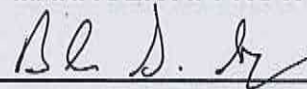
YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____**X** 8/1/2025 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)GRADE: 63 STEP: 3 SALARY: \$38,171.00☐ _____ DATE OF EMPLOYEE TERMINATION/RESIGNATION.
Date_____
Date RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
GRADE: _____ STEP: _____ SALARY: _____THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN
SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION
COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

DATE: July 10, 2025

COUNTY MANAGER APPROVAL

DATE: 7.22.2025

FINANCE OFFICER _____

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 7/11/25

Page 15

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: William Wright

SOC. SEC. NO.:

COPY

POSITION: Certified Deputy

DEPT.: Sheriff's Office

☐ NEW EMPLOYEE EFFECTIVE DATE: _____
GRADE: _____ STEP: _____ SALARY: _____
ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: 68 STEP: 3 SALARY: \$47,569

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____

X 8-1-25 _____ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4)
GRADE: 68 STEP: 4 SALARY: \$48,760

☐ _____ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date

☐ _____ DATE OF EMPLOYEE RESIGNATION / RETIREMENT.
Date

☐ _____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____ PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION

[Signature]
DATE: 7-11-25

COUNTY MANAGER APPROVAL

[Signature]
DATE: 7-22-2025

FINANCE OFFICER

DATE: _____



County of Dare

Office of the Board of Commissioners

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5700

VII.A. - Page 1 Robert Woodard
Chairman

Steve House
Vice Chairman

Carson Creef
Mike Burrus
Rob Ross

Mary Ellon Ballance
Ervin Bateman

Robert L. Outten
County Manager / Attorney

Skyler Foley
Clerk to the Board

July 18, 2025

Subject: NC Coastal Counties Fisheries Coalition – Initial Meeting Details

Dear Coastal Counties of North Carolina,

Thank you again for your interest in the proposed North Carolina Coastal Counties Fisheries Coalition. I'm pleased to share that the initial meeting has been scheduled for:

Tuesday, August 5, 2025 at 1:00 p.m.
Crystal Coast Civic Center – Main Hall (Waterside)
203 College Circle, Morehead City, NC 28557

Special thanks to Carteret County Chairman Chris Chadwick and County Manager Sharon Griffin for making these arrangements and graciously hosting the meeting. This first gathering will focus on establishing the foundation of the Coalition, including:

- Discussion and adoption of a mission statement
- Determining a structure for future collaboration
- Coordinating communications and potential advocacy efforts

Please contact Skyler Foley, Clerk to the Dare County Board of Commissioners, to let her know whether your county will have a representative at the meeting. It would also be helpful to indicate if any additional Board or staff members plan to attend.

Skyler's email is skyler.foley@darenc.gov.

We look forward to working together in support of our coastal communities and the hardworking men and women who make up North Carolina's commercial fishing industry.

Respectfully,

Robert L. "Bob" Woodard, Sr.
Chairman, Dare County Board of Commissioners
woodard@darenc.gov
252-216-8240 mobile



County of Dare

Office of the Board of Commissioners

P.O. Box 1000 | Manteo, North Carolina 27954 | 252.475.5700

VII.A. - Page 2 Robert Woodard
Chairman

Steve House
Vice Chairman

Carson Creef
Mike Burrus
Rob Ross

Mary Ellon Ballance
Ervin Bateman

Robert L. Outten
County Manager / Attorney

Skyler Foley
Clerk to the Board

July 3, 2025

Dear Board Chairs of North Carolina Coastal Counties,

I hope this letter finds you well.

As coastal counties, we share a deep connection to our working waterfronts and the hardworking men and women who make their living from our coastal waters. Our commercial fishing industry is not only a vital part of our economy—it's also an essential part of our heritage and identity.

With the recent controversy surrounding House Bill 442, which was fortunately defeated in the House, it has become clear that we must be proactive in defending and supporting this vital industry. It's likely we will see similar legislation resurface in the future, along with other issues that directly impact our commercial fishermen and coastal communities.

To that end, I am proposing the establishment of a North Carolina Coastal Counties Fisheries Coalition. The goal of this coalition is to bring together county leaders from coastal regions to address these critical issues with a unified voice. By coordinating our efforts, we can better advocate for the long-term health and sustainability of our fisheries, our local economies, and our way of life.

Each participating county can appoint the representative of their choice—whether that be yourself, your county manager, or another staff member. Additionally, I welcome you to extend this invitation to other counties that may wish to be involved, even if they do not have a direct commercial fishing presence but have a stake in supporting our coastal economy and culture.

I am aiming to schedule our first meeting in August at a central location. Virtual participation may be considered in the future to ensure accessibility and convenience for all.

Please let me know at your earliest convenience if your county is interested in joining this effort, along with the name and contact information of your designated representative. I also welcome the opportunity to speak with you directly if you would like to discuss this in more detail.

Thank you for your time and consideration. I look forward to the opportunity to work together in support of our coastal communities and fisheries.

Respectfully,

Robert L. "Bob" Woodard, Sr,
Chairman, Dare County Board of Commissioners
woodard@darenc.gov
252-216-8240 mobile

Helen Hunter

1
From: CustomerService@GovDeals.com
Page: Monday, July 7, 2025 10:57 AM
Sent: Helen Hunter
To: Helen Hunter
Cc: Helen Hunter
Subject: GovDeals Seller's Certificate: 80-0707251024-3599

Congratulations, Perquimans County, NC has sold another item on the GovDeals Auction Server.

Did Not Buy

Bidden Blacked.

BUYER (#3529377)	
Name:	Ryan Terry
Company:	Terry, Ryan
Title To:	Ryan Terry
Phone:	865-337-1180
Email:	rtasocial23@gmail.com
Address:	PO Box 1243 Norris, TN 37828

SELLER (#3599)	
Agency:	Perquimans County, NC
Contact:	Helen Hunter
Phone:	252-426-2846
Email:	helenhunter@perquimanscountync.gov
Address:	107 N Front St Hertford, NC 27944-1126

Re-Auctioned on 7/23; To end 8/4 Starting bid \$500

ITEM INFORMATION FOR ASSET ID: 80

Item:	2014 WHITE FORD F150 PICK-UP TRUCK AUTOMATIC 2-WHEEL DRIVE; STARTS & RUNS	
Pick Up Location:	107 N Front St, Hertford, NC 27944	



GovDeals Office Equipment Inspection Form

IX. A - Page 2

Inventory ID 090340643

Asset Number 003741

Short Description: EMS Stretcher/Cot

Manufacturer Stryker

Model 6500 Power-Pro XT

Serial Number: 090340643

Please fill in or check

Long Description: Stryker Power-Pro XT 6500

This Equipment: ☒ Is Operable ☐ Was Operable when Removed from Service (Date Removed: _____)☐ Is Not Operable ☐ Operating Condition UnknownManuals: ☐ Included ☒ Not IncludedSoftware: ☐ Included ☐ Not Included*Inventory
#85*Computers/ Monitors

Computer: Processor: _____ Speed: _____ RAM: _____ Operating System: _____

Hard Drive: Size _____ ☐ Included ☐ Removed ☐ Included but Erased (No OS)Accessories Included: ☐ Mouse ☐ Keyboard ☐ _____Monitor: ☐ CRT ☐ Flat Panel Size: _____*Starting bid*Printers/ Copy Machines/ Fax MachinesThis Equipment: ☐ Prints ☐ Copies ☐ Faxes ☐ ScansInterface: ☐ Parallel Cable Only ☐ USB Only ☐ Parallel & USB☐ Color ☐ Black & White Only Pages per Minute: _____☐ Network Card*Posted on auction
on 7/23/25
To end 8/4/25
@ 10:15 A.M.*Special/Other Features:

Compatible with a powerload system, new mattress, 5 point harness restraints, battery included.

Gently used for training since last Stryker service 4/2024

Location of Asset: Perquimans County Emergency Services, 159 Creek Drive, Hertford NC 27944

For more information contact: Bethany Buttram @ 252-426-5646

Reminder: Do not close items on or surrounding a holiday, on Friday nights, or weekends. Stagger closing times by 10 minutes.

Gates-Perquimans 911 Center Expansion Project

NC 911 Contract #G2025-11

OCA Project #24048

28-Jul-2025

**New Building Expansion Area:****3,709 SF****PROJECT BUDGET ESTIMATE**

A		Development and Construction Costs:		Cost per unit	
	Building Construction	1	LS	\$2,197,786.00	\$2,197,786.00
	Plumbing Construction	1	LS	\$77,000.00	\$77,000.00
	Mechanical Construction	1	LS	\$187,820.00	\$187,820.00
	Electrical Construction	1	LS	\$883,895.00	\$883,895.00
	Site Development	1	LS	\$388,886.00	\$388,886.00
	SUBTOTAL				\$3,735,387.00
B		Design Costs:			
	Architectural Fee:	1	LS	\$498,580.00	\$498,580.00
	Reimbursable Expenses(NTE):	1	NTE	\$5,500.00	\$5,500.00
	SUBTOTAL				\$504,080.00
C		Outside Engineering Costs:			
	Hazardous Material Assessment	1	LS	\$3,500.00	\$3,500.00
	Hazardous Material Abatement Design	1	LS	\$9,000.00	\$9,000.00
	Geotechnical Investigation	1	LS	\$25,000.00	\$25,000.00
	Land Surveying	1	LS	\$5,000.00	\$5,000.00
	Special Inspections	1	LS	\$45,000.00	\$45,000.00
	SUBTOTAL				\$87,500.00
E		Equipment & Furnishings			
	Console Equipment	1	LS	\$184,560.42	\$184,560.42
	Recorder Software	1	LS	\$15,505.00	\$15,505.00
	Office, Training Room & Kitchen Furniture	1	LS	\$29,985.00	\$29,985.00
	Building Access Control Modifications	1	LS	\$24,122.25	\$24,122.25
	Staff Lockers	1	LS	\$2,550.00	\$2,550.00
	Office & Training Room Printers	1	LS	\$552.54	\$552.54
	Surveillance Cameras	1	LS	\$1,974.75	\$1,974.75
	Admin Office Desktop Computers	1	LS	\$6,801.40	\$6,801.40
	Training Room Computers & Screens	1	LS	\$8,370.80	\$8,370.80
	SUBTOTAL				\$274,422.16
F		Administrative Costs:			
	Permits & Application Fees	1	LS	\$25,000.00	\$25,000.00
	SUBTOTAL				\$25,000.00

G	Contingencies				
	Construction Contingency	1	LS	\$205,090.84	\$205,090.84
	<i>SUBTOTAL</i>				<i>\$205,090.84</i>
Project Budget Total					\$4,831,480.00
H	Other:				
	Local Government Match	1	LS	\$1,229.00	\$1,229.00
	<i>SUBTOTAL</i>				<i>\$1,229.00</i>
Project Budget Total					\$4,832,709.00



AIA Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Twenty-fourth day of July in the year Two Thousand Twenty-Five, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty-fourth day of July in the year Two Thousand Twenty-Five (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Perquimans-Gates 911 Center Expansion Project
159 Creek Drive
Hertford, NC 27944

THE OWNER:
(Name, legal status, and address)

Perquimans County
P.O. Box 45
Hertford, NC 27944

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

A.R. Chesson Construction Co., Inc.
138 Rich Blvd.
Elizabeth City, NC 27909

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Seven Hundred and Thirty-Five Thousand Three Hundred Eighty-Seven Dollars and Zero Cents (\$ 3,735,387.00), subject to additions and deductions by

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate G-2	\$37,900.00
Alternate G-3	\$19,375.00
Alternate G-4	\$9,563.00
Alternate G-5	\$3,000.00
Alternate G-6	\$18,470.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ The date of execution of this Amendment.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: June 01, 2026

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Included in Bid Specification Manual			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
Project Manual	Bid Set - Specification Book	June 12, 2025	

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
Construction Documents	Bid Set	June 12, 2025

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Gas Utility Coordination	\$20,000.00

Residential Appliances	\$10,000.00
2-Way Radio Relocation	\$20,000.00
Satellite & Cable Relocation	\$5,000.00
Coordination	
BDA System Testing	\$80,000.00
Owner's Contingency	\$50,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Addendum 1 6/24/2025

Addendum 2 7/01/2025

Addendum 3 7/03/2025

Addendum 4 7/11/2025

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Chris Morris Pre-Construction Manager

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:31:58 EDT on 07/29/2025.

Changes to original AIA text

PAGE 2

Item	Price
<u>Alternate G-2</u>	<u>\$37,900.00</u>
<u>Alternate G-3</u>	<u>\$19,375.00</u>
<u>Alternate G-4</u>	<u>\$9,563.00</u>
<u>Alternate G-5</u>	<u>\$3,000.00</u>
<u>Alternate G-6</u>	<u>\$18,470.00</u>

PAGE 3

Section	Title	Date	Pages
<u>Project Manual</u>	<u>Bid Set - Specification Book</u>	<u>June 12, 2025</u>	

Number	Title	Date
<u>Construction Documents</u>	<u>Bid Set</u>	<u>June 12, 2025</u>

PAGE 4

Item	Price
<u>Gas Utility Coordination</u>	<u>\$20,000.00-</u>
<u>Residential Appliances</u>	<u>\$10,000.00</u>
<u>2-Way Radio Relocation</u>	<u>\$20,000.00</u>
<u>Satellite & Cable Relocation</u>	<u>\$5,000.00</u>
<u>Coordination</u>	
<u>BDA System Testing</u>	<u>\$80,000.00</u>
<u>Owner's Contingency</u>	<u>\$50,000.00</u>

Variable Information

PAGE 1

This Amendment dated the Twenty-fourth day of July in the year Two Thousand Twenty-Five, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Twenty-fourth day of July in the year Two Thousand Twenty-Five (the "Agreement")

(In words, indicate day, month, and year.)

Perquimans-Gates 911 Center Expansion Project159 Creek Drive
Hertford, NC 27944Perquimans CountyP.O. Box 45
Hertford, NC 27944A.R. Chesson Construction Co., Inc.138 Rich Blvd.
Elizabeth City, NC 27909

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Seven Hundred and Thirty-Five Thousand Three Hundred Eighty-Seven Dollars and Zero Cents (\$ 3,735,387.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

☒ The date of execution of this Amendment.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

PAGE 3

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: June 01, 2026

PAGE 4Addendum 1 6/24/2025Addendum 2 7/01/2025Addendum 3 7/03/2025Addendum 4 7/11/2025

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:46:02 EDT on 07/30/2025 under Order No. 20250125467 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

Chris Morris

(Signed)

Pre-Construction Manager

(Title)

7/30/25

(Dated)



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 31st day of January in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Perquimans County
P.O. Box 45
Hertford, NC 27944

and the Construction Manager:
(Name, legal status, address, and other information)

A.R. Chesson Construction Co., Inc.
138 Rich Boulevard
Elizabeth City, NC 27909
252-338-9171

for the following Project:
(Name, location, and detailed description)

Perquimans-Gates 911 Center Expansion Project
159 Creek Drive
Hertford, NC 27944

The Architect:
(Name, legal status, address, and other information)

Oakley Collier Architects
109 Candlewood Road
Rocky Mount, NC 27804
252-937-2500

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Approximate 3,700 square foot addition to the existing Perquimans County Emergency Services facility located at 159 Creek Drive in Hertford, North Carolina. The scope of the project includes, but is not limited to, the following components:

- Call Center with eight (8) consoles
- (2) offices
- Conference Room
- Kitchen/Lockers/Toilets
- Associated Support spaces (HVAC/Electric/etc)
- New secure parking area for Staff

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new addition is intended to be located on the west side of the existing building adjacent to the Training Room

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

August 2025

.3 Substantial Completion date or dates:

August 2026

.4 Other milestone dates:

Closeout completion December 2026

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Jonathan A. Nixon, Director
Perquimans County Emergency Services
911 Communications – EMS – Emergency Management

Init.

159 Creek Drive – P.O. Box 563
Hertford, NC 27944
252-426-5646

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Ann W. Collier, AIA

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Ann W. Collier, AIA
Managing Partner
109 Candlewood Road
Rocky Mount, NC 27804
252-937-2500

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Chris Morris
Pre-Construction Services
252-377-2440
Joe Richardson
Project Manager
252-802-0017
138 Rich Boulevard
Elizabeth City, NC 27909
252-338-9171

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. Any such changes shall be mutually agreed upon by all parties, and shall be signed and dated by all parties.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase**§ 3.1.1 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. Any such nonconformity reporting shall be signed and dated.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct a minimum of one meeting per month with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Additional meetings may be required as deemed necessary by all parties.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner. The updated Project schedule shall be reviewed and addressed during the monthly meeting(s) and shall be recorded in the monthly meeting minutes.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into

consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. The estimates shall be mutually agreed upon by all parties, and shall be signed and dated by all parties.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. The procurement acceptance shall be mutually agreed upon by all parties and shall be signed and dated by all parties.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Pre-qualification of potential sub-contractors

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. The Guaranteed Maximum Price proposal shall be signed and dated by all parties.. The Guaranteed Maximum Price proposal shall be prepared and presented no later than sixty (60) days from the time the architect produces and submits final permittable contract drawings and specifications.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Construction Manager shall pay all sales, consumer, use, and similar taxes.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct a minimum of one meeting per month to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect. Additional meetings may be required as deemed necessary by all parties.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. Daily logs shall be recorded by the Site Superintendent and recorded in Procore. A monthly calculation of all weather delays shall be presented at all monthly progress meetings.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.6 Owner Provided Equipment

The construction manager shall schedule and coordinate the installation of Owner provided equipment. Such Owner provided equipment may include, but is not limited to, 911 Console Furniture, CAD Hardware, Radio, Phone or Recorder Equipment

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality. Any changes to the budget shall be mutually agreed upon by all parties and shall be signed and dated.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of

A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

N/A

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Individual or Position

Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

8 % per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

6% of Cost of the Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Owner-approved Change Order

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed 5%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (N/A %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

If the Contractor fails to complete the project by December 15, 2026 then liquidated damages of \$500 per calendar day may be assessed. Project completion date may be adjusted because of excessive weather or material delays which are beyond the Contractor's control. Weather days will be recorded in Contractors Daily Logs and any schedule extension must be mutually agreed upon, in writing, prior to any extension being granted. Any such expected material delays shall be made known to all parties by or before October 1, 2025 to be granted consideration..

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee"

shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of

the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract, including Builders Risk and Payment and Performance Bonds

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201-2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. Perquimans County shall not be liable for any legal fees incurred due to a dispute with the Construction Manager and a third party.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval. The Construction Manager shall notify the Owner and Architect of any non-conforming work and all parties shall discuss and agree upon a plan of action to correct the nonconforming work.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201-2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**§ 11.1 Progress Payments**

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect. Any such allocation shall be mutually agreed upon by all parties prior to commencement of work, and shall be signed and dated.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the

Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5.0%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

N/A

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for

Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, as defined by Acts of God, Terrorist Attack, or Owner directed changes, the Owner shall pay the Construction Manager any additional mutually agreed upon amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the

Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201-2017

☐ Litigation in a court of competent jurisdiction

☒ Other: *(Specify)*

Mediation

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction located in Perquimans County.

Init.

ARTICLE 13 TERMINATION OR SUSPENSION**§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner. Any such termination shall be made in writing and shall be signed and dated by all parties.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds**§ 14.3.1 Preconstruction Phase**

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and Two Million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Liability	Ten Million (\$10,000,000.00) per occurrence and Ten Million (\$10,000,000.00) aggregate

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

- .6 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

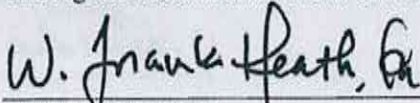
☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Business Auto Coverage Part Declarations
Workers Compensation and Employers Liability Policy Declarations
Commercial General Liability Coverage Part Declarations
Umbrella Liability Insurance Declarations

This Agreement is entered into as of the day and year first written above.


OWNER (Signature)


CONSTRUCTION MANAGER (Signature)

Init.

W. Frank Heath, III, County Manager
 (Printed name and title)

Daniel Plyler, Executive Vice President
 (Printed name and title)

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

By: Travis Withers
 Authority Finance Officer

Date: 1/31/2025

Init.

Additions and Deletions Report for AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:57:07 ET on 02/03/2025.

PAGE 1

AGREEMENT made as of the 31st day of January in the year 2025

...

Perquimans County
P.O. Box 45
Hertford, NC 27944

...

A.R. Chesson Construction Co., Inc.
138 Rich Boulevard
Elizabeth City, NC 27909
252-338-9171

...

Perquimans-Gates 911 Center Expansion Project
159 Creek Drive
Hertford, NC 27944

...

Oakley Collier Architects
109 Candlewood Road
Rocky Mount, NC 27804
252-937-2500

PAGE 2

Approximate 3,700 square foot addition to the existing Perquimans County Emergency Services facility located at 159 Creek Drive in Hertford, North Carolina. The scope of the project includes, but is not limited to, the following components:

- Call Center with eight (8) consoles
- (2) offices
- Conference Room
- Kitchen/Lockers/Toilets
- Associated Support spaces (HVAC/Electric/etc)
- New secure parking area for Staff

PAGE 3

The new addition is intended to be located on the west side of the existing building adjacent to the Training Room

...

August 2025

...

August 2026

...

Closeout completion December 2026

...

Jonathan A. Nixon, Director
Perquimans County Emergency Services
911 Communications – EMS – Emergency Management
159 Creek Drive – P.O. Box 563
Hertford, NC 27944
252-426-5646
PAGE 4

Ann W. Collier, AIA

...

Ann W. Collier, AIA
Managing Partner
109 Candlewood Road
Rocky Mount, NC 27804
252-937-2500

...

Chris Morris
Pre-Construction Services
252-377-2440
Joe Richardson
Project Manager
252-802-0017
138 Rich Boulevard
Elizabeth City, NC 27909
252-338-9171
PAGE 5

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information. Any such changes shall be mutually agreed upon by all parties, and shall be signed and dated by all parties.
PAGE 6

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not

warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. Any such nonconformity reporting shall be signed and dated.

...

§ 3.1.3.1 The Construction Manager shall schedule and conduct ~~meetings~~ a minimum of one meeting per month with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. Additional meetings may be required as deemed necessary by all parties.

...

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner. The updated Project schedule shall be reviewed and addressed during the monthly meeting(s) and shall be recorded in the monthly meeting minutes.

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§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. The estimates shall be mutually agreed upon by all parties, and shall be signed and dated by all parties.

...

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them. The procurement acceptance shall be mutually agreed upon by all parties and shall be signed and dated by all parties.

PAGE 8

Pre-qualification of potential sub-contractors

...

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction

Manager's Fee described in Section 6.1.2. The Guaranteed Maximum Price proposal shall be signed and dated by all parties. The Guaranteed Maximum Price proposal shall be prepared and presented no later than sixty (60) days from the time the architect produces and submits final permittable contract drawings and specifications.

PAGE 9

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Construction Manager shall pay all sales, consumer, use, and similar taxes.

...

§ 3.3.2.1 The Construction Manager shall schedule and conduct ~~meetings~~ a minimum of one meeting per month to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect. Additional meetings may be required as deemed necessary by all parties.

...

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. Daily logs shall be recorded by the Site Superintendent and recorded in Procore. A monthly calculation of all weather delays shall be presented at all monthly progress meetings.

...

§ 3.3.2.6 Owner Provided Equipment

The construction manager shall schedule and coordinate the installation of Owner provided equipment. Such Owner provided equipment may include, but is not limited to, 911 Console Furniture, CAD Hardware, Radio, Phone or Recorder Equipment

PAGE 10

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality. Any changes to the budget shall be mutually agreed upon by all parties and shall be signed and dated.

PAGE 11

N/A

...

N/A

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

8 % per annum

PAGE 12

6% of Cost of the Work

...

Owner-approved Change Order

...

Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall not exceed 5%

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (N/A %) of the standard rental rate paid at the place of the Project.

...

If the Contractor fails to complete the project by December 15, 2026 then liquidated damages of \$500 per calendar day may be assessed. Project completion date may be adjusted because of excessive weather or material delays which are beyond the Contractor's control. Weather days will be recorded in Contractors Daily Logs and any schedule extension must be mutually agreed upon, in writing, prior to any extension being granted. Any such expected material delays shall be made known to all parties by or before October 1, 2025 to be granted consideration.

...

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

...

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly. All changes shall be mutually agreed upon by all parties and shall be signed and dated.

PAGE 14

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this ~~Contract~~Contract, including Builders Risk and Payment and Performance Bonds
PAGE 15

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld. Perquimans County shall not be liable for any legal fees incurred due to a dispute with the Construction Manager and a third party.

...

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval. The Construction Manager shall notify the Owner and Architect or any non-conforming work and all parties shall discuss and agree upon a plan of action to correct the nonconforming work.
PAGE 17

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 10th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

...

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect. Any such allocation shall be mutually agreed upon by all parties prior to commencement of work, and shall be signed and dated.
PAGE 18

Five percent (5.0%)

...

N/A
PAGE 19

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, as defined by Acts of God, Terrorist Attack, or Owner directed changes, the Owner shall pay the Construction Manager any additional mutually agreed upon amounts in accordance with Article 9 of AIA Document A201-2017.
PAGE 20

☒ [X] Other: *(Specify)*

Mediation

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent ~~jurisdiction~~jurisdiction located in Perquimans County.

PAGE 21

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner. Any such termination shall be made in writing and shall be signed and dated by all parties.

PAGE 23

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and Two Million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

...

Umbrella Liability

Ten Million (\$10,000,000.00) per occurrence and Ten Million (\$10,000,000.00) aggregate

PAGE 24

Business Auto Coverage Part Declarations
Workers Compensation and Employers Liability Policy Declarations
Commercial General Liability Coverage Part Declarations
Umbrella Liability Insurance Declarations

PAGE 25

Daniel Plyler, Executive Vice President

...

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

By:

Authority Finance Officer

Date:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Al Chesson, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:57:07 ET on 02/03/2025 under Order No. 4104242145 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

Al Chesson
(Signed)

PRESIDENT
(Title)

02/03/2025
(Dated)

**BUSINESS AUTO
COVERAGE PART DECLARATIONS
ISSUE DATE: 10-09-24 JO****ITEM ONE**

Policy Number: BA-35778272-24-26-G

INSURING COMPANY: THE TRAVELERS INDEMNITY COMPANYDeclarations Period: From 10-01-24 to 10-01-25 12:01 A.M. Standard
Time at your mailing address shown in the Common Policy Declarations.The Commercial Auto Coverage Part consists of these Declarations and the Business Auto Coverage Form
shown below.**FORM OF BUSINESS: Corporation****ITEM TWO****A. COVERAGE AND LIMITS OF INSURANCE**Coverage applies only to those "autos" shown as Covered "Autos". "Autos" are shown as covered "autos" for
the applicable coverages by the entry of one or more of the symbols from Section I – Covered Autos of the
Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTO SYMBOL	LIMITS OF INSURANCE The most we will pay for any one accident or loss
COVERED AUTOS LIABILITY	1	\$1,000,000
UNINSURED and UNDERINSURED MOTORISTS COVERAGE	2	See CA T0 30
PHYSICAL DAMAGE Comprehensive Coverage	2 8	Actual Cash Value or Cost of Repair, whichever is less, minus deductible shown in ITEM THREE--SCHEDULE OF COVERED AUTOS YOU OWN for each covered Auto. See Item Four for Hired or Borrowed Autos.
PHYSICAL DAMAGE Collision Coverage	2 8	Actual Cash Value or Cost of Repair, whichever is less, minus deductible shown in ITEM THREE--SCHEDULE OF COVERED AUTOS YOU OWN for each covered Auto. See Item Four for Hired or Borrowed Autos.

B. AUDIT PERIOD: ANNUALLY**C. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS:**Symbols 1-9, 19: SEE BUSINESS AUTO COVERAGE FORM Section 1
Covered Autos

TRAVELERS 
 ONE TOWER SQUARE
 HARTFORD CT 06183

**WORKERS COMPENSATION
 AND
 EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-0L074141-24-26-G

RENEWAL OF (UB-0L074141-23-26-G)

INSURER: THE TRAVELERS INDEMNITY COMPANY OF AMERICA
 A Stock Company

NCCI CO CODE: 13439

1.

INSURED:

A.R. CHESSON CONSTRUCTION
 CO., INC.
 P.O. BOX 1147
 WILLIAMSTON, NC 27892

PRODUCER:

BOYD AGENCY INC
 PO BOX 306
 WILLIAMSTON, NC 27892-0306

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 10-01-24 to 10-01-25 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
 GA NC SC VA WV

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	1,000,000	Each Accident
Bodily Injury by Disease:	\$	1,000,000	Policy Limit
Bodily Injury by Disease:	\$	1,000,000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL HI IA ID IL IN KS KY LA MA MD ME MI MN
 MO MS MT NE NH NJ NM NV NY OK OR PA RI SD TN TX UT VT WI

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**

DATE OF ISSUE: 10-09-24 JO
 OFFICE: CHARLOTTE NC 030
 PRODUCER: BOYD AGENCY INC VE698

**COMMERCIAL GENERAL LIABILITY CONTRACTORS
COVERAGE PART DECLARATIONS****POLICY NO.:** DT-CO-5875N237-PHX-24
ISSUE DATE: 10-10-24**INSURING COMPANY:**
THE PHOENIX INSURANCE COMPANY**DECLARATIONS PERIOD:** From 10-01-24 to 10-01-25 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declaration s and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:**COMMERCIAL GENERAL LIABILITY COVERAGE FORM****LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products-Completed Operations)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit (any one premises)	\$ 300,000
Medical Expense Limit (any one person)	\$ 5,000

2. AUDIT PERIOD: ANNUAL**3. FORM OF BUSINESS: CORPORATION****4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE
PART ARE ATTACHED AS A SEPARATE LISTING.****COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

**POLICY DECLARATIONS
EXCESS FOLLOW-FORM AND UMBRELLA
LIABILITY INSURANCE POLICY****POLICY NO.:** CUP-3L957650-24-26
ISSUE DATE: 10/10/2024**INSURING COMPANY:** TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

1. **NAMED INSURED AND MAILING ADDRESS:** A.R. CHESSON CONSTRUCTION CO.,
INC.
P.O. BOX 1147
WILLIAMSTON NC 27892

2. **POLICY PERIOD:** From 10/01/2024 to 10/01/2025 12:01 A.M. Standard Time at your mailing address.

3. **LIMITS OF INSURANCE:**

COVERAGES**LIMITS OF LIABILITY**

AGGREGATE LIMITS OF LIABILITY	\$10,000,000	General Aggregate
	\$10,000,000	Products-Completed Operations Aggregate
EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY	\$10,000,000	Occurrence Limit
CRISIS MANAGEMENT SERVICE EXPENSES	\$50,000	all Crisis Management Events

4. **SELF-INSURED RETENTION:** \$10,000 any one occurrence or event

5. **PREMIUM:** \$ 85,254 x Flat Charge Adjustable (See Premium Schedule)

6. **TAXES AND SURCHARGES:**

7. On the effective date shown in Item 2., the Excess Follow-Form And Umbrella Liability Insurance Policy numbered above includes this Declarations Page and any forms and endorsements shown on the Listing Of Forms, Endorsements And Schedule Numbers.

8. If the Schedule Of Underlying Insurance includes any coverage provided on a claims-made basis, then the following disclaimer applies.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

9. If the Schedule Of Underlying Insurance includes any coverage which includes defense expenses within the limits of liability, then the following disclaimer applies:

DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE WITH RESPECT TO SOME OR ALL OF THE COVERAGES PROVIDED.

NAME AND ADDRESS OF AGENT OR BROKER:

CORRELL INSURANCE GRP - VE698
PO BOX 306
WILLIAMSTON NC 27892-0306

COUNTERSIGNED BY:_____
Authorized Representative

DATE: _____

OFFICE: CHARLOTTE NC

North Carolina State Highway Patrol Donation Acceptance Form

A. Section/Location Information

Section/Location: Support Services Section - VIPER Unit Section/Location Head: Cpt. Gaskins
Section/Location Number: _____ Telephone Number: 984-349-6711

B. Donated Item

Brief Description of Donated Item: P25 Simulcast system to include microwave equipment.

How Will the Donated Item Be Used? Enhance coverage in Perquimans County.

What is the Value of the Item? (Donor Specify): \$4,139,509.25

Describe Any Additional Costs Associated with the Donation (Donor Specify): This will increase VIPER's Motorola Service Upgrade Assurance (SUA) cost to include the additional new simulcast system.

C. Donor Information

Donor Name: Perquimans County
Donor Address: P.O. Box 563, Hertford, NC 27944
Telephone Number: _____

D. Donor Certification

I certify that I am not presently, nor have I within the past twelve (12) months been under contract with, or otherwise done business with the North Carolina State Highway Patrol. Further, I certify that I do not intend to bid on a contract, or otherwise do business with the North Carolina State Highway Patrol within the six (6) months following this donation. I agree that the North Carolina State Highway Patrol will not be liable for any additional costs and will not be held liable for any related costs subsequent to acceptance of this donation.

Signature of Donor or Representative: _____
Donor Title: _____ Date: _____

E. Approval

Section/Location Head (All Donations): _____ Date: _____
Controller's Office:
(For Donations Above \$1,000) _____ Date: _____
Division Head
(For Donations \$5,000 - \$24,999) _____ Date: _____
Commander NCSHP
(For Donations \$25,000 and Above) _____ Date: _____

F. Acceptance of Donation

Upon final approval, the CNTR 009 shall be sent back to the Section/Location for acceptance and completion of the information below. After completion, one copy shall be furnished to the Donor, and one copy shall be maintained at the Section/Location for audit purposes. The original shall be forwarded to the Fixed Assets Unit within the Controller's Office.

Person Accepting (Receiving) the Donation: _____
Title of Individual Receiving Donation: _____
Date Donation Conveyed: _____

STATE OF NORTH CAROLINA
COUNTY OF PASQUOTANK & COUNTY OF PERQUIMANS
PSAP MUTUAL AID AGREEMENT

IX.C. - Page 1

1. PURPOSE OF MUTUAL AID AGREEMENT

Pasquotank County and Perquimans County recognize there may be times when their Primary Public Safety Answering Point (PSAP), as well as their Backup PSAP, becomes incapacitated. The purpose of this document is to establish a temporary, short-term Mutual Aid Agreement whereby, in the event of a Primary and Backup PSAP failure, Pasquotank and Camden County's 911 calls will be transferred to Perquimans County and that Perquimans and Gates County's 911 calls will be transferred to Pasquotank County, subject to the terms of this Mutual Aid Agreement:

- 1) The preferred methods of communication between Pasquotank County and Perquimans County will be:
 - a. Statewide VIPER 800 Channel
 - b. Telephone (252-331-1500 – Pasquotank or 252-426-5751 – Perquimans)
 - c. DCIN Message (PCC – Pasquotank or PEC – Perquimans)

2. RESPONSIBILITIES OF PASQUOTANK COUNTY PSAP

- 2.1 Pasquotank County understands that each party's foremost responsibility is to its own citizens.
- 2.2 Pasquotank County will be responsible for obtaining radio resources for the duration of the event.
- 2.3 Should Pasquotank County's Primary PSAP remain incapacitated for longer than 24 hours, the respective PSAP Managers will discuss compensation for any upstaffing needed to assist with the additional workload.
- 2.4 Pasquotank-Camden Central Communications will request any necessary documentation to include recordings from the Perquimans County Emergency Services Director during Pasquotank-Camden Central Communications failure.
- 2.5 Pasquotank-Camden Central Communications agrees to give the Perquimans County Emergency Services Director as much advance notice as practicable under the then existing circumstances of its need for 911 Calls to be answered and information relayed.
- 2.6 Pasquotank-Camden Central Communications agrees to maintain its 911 Center facility operationally functional and up to date as possible.
- 2.7 Pasquotank-Camden Central Communications agrees to capture all telephone traffic associated with Perquimans-Gates 911 Communications during a Perquimans-Gates 911 Communications failure and share any requested recordings as time allows.
- 2.8 Pasquotank-Camden Central Communications agrees to process all Perquimans-Gates 911 Communications telephone calls during a catastrophic failure until which time Perquimans-Gates 911 Communications resume operations.

3. RESPONSIBILITIES OF PERQUIMANS COUNTY PSAP

- 3.1 Perquimans County understands that each party's foremost responsibility is to its own citizens.
- 3.2 Perquimans County will be responsible for obtaining radio resources for the duration of the event.
- 3.3 Should Perquimans County's Primary PSAP remain incapacitated for longer than 24 hours, the respective PSAP Managers will discuss compensation for any upstaffing needed to assist with the additional workload.
- 3.4 Perquimans-Gates 911 Communications will request any necessary documentation to include

- recordings from the Pasquotank-Camden Central Communications Director during a Perquimans-Gates 911 Communications failure.
- 3.5 Perquimans-Gates 911 Communications agrees to give the Pasquotank-Camden Central Communications Director as much advance notice as practicable under the then existing circumstances of its need for 911 Calls to be answered and information relayed.
 - 3.6 Perquimans-Gates 911 Communications agrees to maintain its 911 Center facility operationally functional and up to date as possible.
 - 3.7 Perquimans-Gates 911 Communications agrees to capture all telephone traffic associated with Pasquotank-Camden Central Communications during a Pasquotank-Camden Central Communications failure and share any requested recordings as time allows.
 - 3.8 Perquimans-Gates 911 Communications agrees to process all Pasquotank-Camden Central Communications telephone calls during a catastrophic failure until which time Pasquotank-Camden Central Communications can resume operations.

4. GENERAL COVENANTS TERMS AND AGREEMENTS

Both parties also covenant and agree to the following:

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any other jurisdiction applicable.
2. **Modification.** This Agreement shall only be modified, amended or supplemented, by a written instrument signed by both parties to this Agreement.
3. **Term and Termination.** This Agreement is in effect perpetually, unless replaced by future edition. Any party may cancel its participation by providing written notice addressed to the respective County Manager and PSAP Manager, delivered by registered or certified mail.
4. **Non-Discrimination.** Neither party hereto shall discriminate on the basis of race, religion, creed, color, gender or national origin.
5. **Other Agreements.**
 - a. Nothing herein shall prevent either party to this Agreement from entering into other agreements with other counties or local governmental entities in relation to the same subject matter herein.
 - b. This Agreement is not intended to impact or change the provision of any existing Backup Center plan.
 - c. This Agreement shall not be construed to impose an unconditional obligation on any party to the Agreement.
 - d. This Agreement is in effect perpetually, unless replaced by future edition.
 - e. Each PSAP will be responsible for its own expenses incurred while traveling, and reimbursement of expendable resources may be required.

The County of Pasquotank hereby adopts the PSAP Mutual Aid Agreement as of _____.

Attest:

Lloyd Griffin III
Chairperson, Pasquotank Board of Commissioners

Lynn Scott
Clerk to the Board of Commissioners

The County of Perquimans hereby adopts the PSAP Mutual Aid Agreement as of _____.

Attest:

Wallace Nelson
Chairperson, Perquimans Board of Commissioners

Rebecca Corprew
Clerk to the Board of Commissioners



AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 5 day of Aug in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Perquimans County
PO Box 45
Hertford NC 27944

and the Contractor:
(Name, legal status, address and other information)

Wayne Roofing & Sheet Metal Co
PO Box 941
Goldsboro NC 27533

for the following Project:
(Name, location and detailed description)

Perquimans County Emergency Services building Reroofing Project
159 Creek Dr
Hertford NC 27944
Reroofing the existing building as per plans and specs

The Architect:
(Name, legal status, address and other information)

Oakley Collier Architects
109 Candlewood Rd Rocky Mount NC 27804

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:		
Number	Title	Date
Specifications:		
Section	Title	Pages
.3 addenda prepared by the Architect as follows:		
Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

Perquimans Gates 911 bid documents as related to the reroofing portion of the project

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

August 5, 2025

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐ Not later than ☐ calendar days from the date of commencement.

☐ By the following date: May 1, 2026.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One Hundred and Ninety-Three Thousand Three Hundred Seventy-Six Dollars and Zero Cents (\$ 193376.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
Reroofing lte existing building as per plans and specs	193,376.00

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
ARTICLE 4 PAYMENTS		
§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows: <i>(Insert below timing for payments and provisions for withholding retainage, if any.)</i> Five Percent (5%) retainage shall be withheld from each payment application until completion of the punch list items and the owner's final acceptance of the reroofing work § 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project. <i>(Insert rate of interest agreed upon, if any.)</i> %		
ARTICLE 5 INSURANCE		
§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1: § 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2000000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2000000.00) aggregate for products-completed operations hazard. § 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage. § 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers. § 5.1.4 Workers' Compensation at statutory limits. § 5.1.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars and Zero Cents (\$ 100000.00) each accident, One Hundred Thousand Dollars and Zero Cents (\$ 100000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) policy limit. § 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis. § 5.1.7 Other Insurance Provided by the Contractor <i>(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)</i>		
Coverage	Limits	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

Init.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR**§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the

requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

- All sales taxed paid shall be listed on the sales tax report form and submitted to the Owner with each application for payment

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work,

since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

(Paragraph Deleted)

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

Jonathon Nixon

OWNER (Signature)

Emergency Services Director

(Printed name and title)

Hunter Steed

CONTRACTOR (Signature)

Wayne Roofing & Sheet Metal President

(Printed name and title)

LICENSE NO.:20665

Additions and Deletions Report for AIA® Document A105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:16:12 ET on 07/31/2025.

PAGE 1

AGREEMENT made as of the 5 day of Aug in the year 2025

...

Perquimans County
PO Box 45
Hertford NC 27944

...

Wayne Roofing & Sheet Metal Co
PO Box 941
Goldsboro NC 27533

...

Perquimans County Emergency Services building Reroofing Project
159 Creek Dr
Hertford NC 27944
Reroofing the existing building as per plans and specs

...

Oakley Collier Architects
109 Candlewood Rd Rocky Mount NC 27804

PAGE 3

Perquimans Gates 911 bid documents as related to the reroofing portion of the project

...

August 5, 2025

...

[] By the following date: May 1, 2026.

...

One Hundred and Ninety-Three Thousand Three Hundred Seventy-Six Dollars and Zero Cents (\$ 193376.00)

...

Reroofing hte existing building as per 193,376.00
plans and specs

PAGE 4

Five Percent (5%) retainage shall be withheld from each payment application until completion of the punch list items and the owner's final acceptance of the reroofing work

...

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) each occurrence, Two Million Dollars and Zero Cents (\$ 2000000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2000000.00) aggregate for products-completed operations hazard.

...

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents (\$ 1000000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

...

§ 5.1.5 Employers' Liability with policy limits not less than One Hundred Thousand Dollars and Zero Cents (\$ 100000.00) each accident, One Hundred Thousand Dollars and Zero Cents (\$ 100000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents (\$ 500000.00) policy limit.

PAGE 7

- All sales taxed paid shall be listed on the sales tax report form and submitted to the Ower with each application for payment

PAGE 8

~~§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.~~

PAGE 11

Jonathon Nixon

OWNER (Signature)

Emergency Services Director

(Printed name and title)

Hunter Steed

CONTRACTOR (Signature)

Wayne Roofing & Sheet Metal President

(Printed name and title)

LICENSE NO.:20665

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

LICENSE NO.:

JURISDICTION:

Certification of Document's Authenticity***AIA® Document D401™ – 2003***

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:16:12 ET on 07/31/2025 under Order No. 2114647800 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A105™ - 2017, Standard Short Form of Agreement Between Owner and Contractor, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)