

BRUNSWICK COUNTY
CHANGE ORDER NO. 1

PROJECT: NEB FM –
Contract II - East
ORIG. TIME OF COMP.
ORIG. DATE OF COMP.

190 Days
May 16, 2020

CAUSE CODE:

FOR BC USE ONLY

- ☐ OR Owner Request
☐ CR Contractor Request

☐ DR Designer Request
☐ CC Concealed Condition
☐ DE Design Error
☐ DO Design Omission
☐ SC Schedule Change
☐ OT Other

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in Contract amount herein set forth: (Description of change order with detailed breakdown attached)

Final Adjusting Change Order to adjust unit price items and add work change directives.

The Time of Completion including previous orders is 0 calendar days and shall be (**increased**) (decreased) (unchanged) by 443 calendar days by this change order for a revised Contract date of completion of August 2, 2021. (Detailed analysis supporting the requirements for a change in duration is attached)

CONTRACT COST SUMMARY

1. Original Contract Amount					TOTALS
2. Amount of Previous Orders	ADD	\$0	Deduct	\$0	\$ 3,025,400
3. Amount of This Order:	ADD	\$0	Deduct	(\$202,220.17)	
4. Total additions lines 2 & 3			Minus Total Deducts:	(\$202,220.17)	(\$202,220.17)
(Line 4 shall show the net amount to be added or [deducted] from the original Contract amount.)					
5. Revised Contract Total Amount					\$2,822,779.83

I certify that my Bonding Company will be notified forthwith that my Contract has been changed by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

TA Louie By: [Signature] 10/15/21
(Contractor) (Date)

McKim & Creed By: Sean Kenyon 10/21/21
(Designer) (Date)

By: _____ (Date)

By: _____ (Date)

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

Approved as to Form

Brunswick County Finance Officer

Brunswick County Attorney

DISTRIBUTION: 1 original to Owner 1 original to Contractor

DESIGNER'S REQUEST FOR AUTHORIZATION TO CHANGE

DATE: 09/23/21

Northeast Brunswick FM -
Contract II - East

REQUEST NO.: 1

PROJECT NAME:

OWNER: Brunswick County

CONTRACTOR: TA Loving Co.

DESIGNER: McKim & Creed

CONTRACT FOR: Construction

REASON FOR CHANGE:

Final adjusting change order of field quantities and directives. Time delays due to rain, final easement acquisition and COVID-19 pandemic. See attached for a breakdown of additional days.

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials)

Deduction for unit price bid items that were not used. Changes in price and time due to Work Change Directives.

DESIGNER SUMMARY:

1. Schedule items affected by this change Force main construction

2. Can Contractor mitigate the change without requiring a Contract time extension?

No

3. Will the change require a Contract time extension for other Contractors? Which? No

4. Are additional costs indicated by reason of the time extension If so they must be included in 5 & 6 Below.

No

	CONTRACTOR'S ESTIMATE	DESIGNER'S ESTIMATE
5. Estimated cost of change	0	0
6. Estimated time extension field cost (if any)	0	0

DESIGNER RECOMMENDATION AND CERTIFICATION:

I certify that I have reviewed all aspects of this change order and have determined that it is in the best interest of the Owner to have the work accomplished. I have also determined that the cost and time allotment are fair and equitable, and I recommend acceptance by the Owner.

Approved by: Sean Nguyen Date: 09/23/21Title: Project Engineer

Designers Request for Authorization to Change - Attachment A
Northeast Brunswick FM-
Contract II – East

Summary of Additional Days Requested

Item	Date	Change in Number of Days
Notice to Proceed	November 8, 2019	
Original Contract End Date	May 16, 2020	
WCD 2 <ul style="list-style-type: none"> HAZWOPER training per Greenfield Requirements 		234
WCD 3 <ul style="list-style-type: none"> Greenfield Insurance requirements 		113
WCD 4 <ul style="list-style-type: none"> Stump Grinding 		10
Final Adjusting Change Order <ul style="list-style-type: none"> COVID Delays NCDOT/DENR Delays 		43 43
Final Completion Date	August 2, 2021	443

NE Brunswick Regional Wastewater System Force Main Improvements

Pay Item	Spec Section	Pay Item Description	Unit	Estimated Quantity	Unit Price	Bid Amount	Quantity Used	Used Amount	Add/ (Deduct)
1	All	Lump Sum Bid for all work shown, indicated and specified on the contract drawings, documents and technical specifications.	LS	1	\$ 2,648,400.00	\$ 2,648,400.00	1	\$ 2,648,400.00	\$ -
2	GC 38 K	Change Order Allowance <ul style="list-style-type: none"> VFD Equipment Rack Modifications Greenfield Insurance Requirements Stump Grinding on Greenfield Site 	EA	1	\$ 75,000.00	\$ 75,000.00	0.82	\$ 61,616.14	\$ (13,383.86)
3	GC 30	Testing Allowance	EA	1	\$ 25,000.00	\$ 25,000.00	0	\$ -	\$ (25,000.00)
4	01301	Removal and Disposal of Contaminated Soil	CY	800	\$ 230.00	\$ 184,000.00	0	\$ -	\$ (184,000.00)
5	01301	Backfill of Contaminated Soil Areas	CY	800	\$ 19.50	\$ 15,600.00	0	\$ -	\$ (15,600.00)
6	02201	HDPE to PVC Transition (complete)	EA	10	\$ 3,450.00	\$ 34,500.00	0	\$ -	\$ (34,500.00)
7	1301, SPC-43	Contaminated Soil Testing	EA	5	\$ 850.00	\$ 4,250.00	0	\$ -	\$ (4,250.00)
8	02201	Ductile Iron RJ Fittings	LBS	3,000	\$ 5.25	\$ 15,750.00	0	\$ -	\$ (15,750.00)
9	02201	24-Inch DR-9 HDPE	LF	100	\$ 175.00	\$ 17,500.00	0	\$ -	\$ (17,500.00)
10	01301	Removal and Replacement of Unsuitable Pipe Subgrade Materials	CY	50	\$ 100.00	\$ 5,000.00	0	\$ -	\$ (5,000.00)
Additional Contract Changes (Work Change Directives)									
11	N/A	HAZWOPER Certification Training for Greenfield Site	LS	1	\$ 112,763.69		1.00	\$ 112,763.69	\$ 112,763.69
								TOTAL DEDUCT	\$ (202,220.17)

**Work Change Directive
Brunswick County**

Date: 05/01/20 Time: 11:30 a.m./p.m. Project Name: NEB FM - Contract II - East
Designer: McKim & Creed Contractor: TA Loving Co.
Designer Rep: Sean Kenyon, PE Contractor Rep: Jason Hill

Directive: Contractor shall install VFD in revised location as a stand alone electrical rack with wiring as shown on the Issued for Construction plans.

Reason for Change:

Due to a conflict with the entrance gate at Rampage PS, VFD panels are required to be installed in a different location as a stand alone rack.

The preceding directive requires the following actions by the Contractor before 05/30/20 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed \$ 3,659.25.

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
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The total change to the Time of Completion shall be an increase/decrease of _____ days.

DESIGNER:

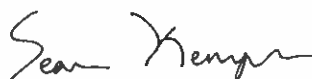
The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project or by _____(date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor



Designer



Owner

Original Designer

Yellow Contractor

5/1/20

Date

05-01-20

Date

5-1-20

Date

Pink Owner

Change Proposal
Brunswick County

Date: 4-30-20
Designer: _____
Designer Rep: _____

Project Name: NE BRUNSWICK FMI
Contractor: TA LOVING
Contractor Rep: JIM BRITT

The Contractor recommends the following change to the project with associated changes to the Time of Completion and/or total project cost:

STAND ALONE VFD EQUIPMENT RACK.
THERE IS NOT ENOUGH ROOM NEXT TO
EXISTING RACK TO INSTALL AS DESIGNED

This change will: ADD SUBTRACT NOT CHANGE (circle as appropriate) the total project cost by \$ 3,510.00 3,659.25 908
The total change to the Time of Completion shall be an: INCREASE DECREASE (circle as appropriate) of _____ days.

A breakdown of the proposed work is attached. No work shall be commenced until authorized by the Owner. All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents.

SIGNATURES:

[Signature]
Contractor

4-30-19
Date

Designer's Action: ☒ Recommend ☐ Do Not Recommend
☐ Recommend with the following changes

[Signature]
Designer

5-5-20
Date



T. A. Loving Company
400 Paletown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal
Request
No. 1

CHANGE ORDER PROPOSAL

Project Name:	NE Brunswick FM Contract II	Project No.	4110
Location:	Navassa	Date	
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim & Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____ Other: _____

Description: Asphalt Driveway Install

1. LABOR (See attached itemized breakdown)	\$0.00
2. MATERIALS (See attached itemized breakdown)	\$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)	\$0.00
4. TIME EXTENSION FIELD COSTS**	0 DAYS @ \$0.00 PER DAY \$0.00
5. SUB-TOTAL DIRECT WORK	\$0.00
6. OVERHEAD & PROFIT ON DIRECT WORK	20% \$0.00
7. TOTAL DIRECT WORK	\$0.00

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE
Coast Line Electric	Build Stand Alone Utility Rack	\$2,975.00

8. SUB-TOTAL SUBCONTRACTOR WORK:	\$2,975.00
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	20% \$595.00
10. TOTAL SUBCONTRACTOR WORK	\$3,570.00
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK	\$3,570.00
12. BOND & INSURANCE 2.50% of subtotal # 11	\$89.25
13. TOTAL CHANGE PROPOSAL REQUEST	\$3,659.25

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:
T. A. Loving Company

Date: _____

Date: _____

Date: _____



P.O. Box 16409
Wilmington, NC 28408
Phone 910-790-9922 Fax 910-790-0192

CHANGE ORDER QUOTE

DATE April 13, 2020
QUOTATION#: 2020-132
License # 22032-U

RAMPAGE PUMP STATION VFD RELOCATION CO.
JIM BRITT
TA LOVING CO

Prepared by: Mark Burns

CHANGE ORDER TO RELOCATE VFD'S TO A STANDALONE RACK

Description	AMOUNT
MATERIALS NEEDED TO RELOCATE EQUIPMENT RACK AND EXTEND CONDUIT AND CIRCUITS	\$ 1,185.00
LABOR TO INSTALL (2 ELECTRICIANS 10 HRS @ \$125.00 PER HR.)	\$ 1,250.00
15% MARKUP	\$ 365.25
7% TAX	170.45
TOTAL	\$ 2,970.70

If you have any questions concerning this quote, contact Mark Burns 910-279-9109

THANK YOU FOR YOUR BUSINESS!

Directive/Written Notice/Correspondence/Order/Minor Change in the Work

Brunswick County

NE Brunswick FM

Date: 08/19/20 Time: 1:00 a.m./p.m. Project Name: Contract II - East

Designer: McKim & Creed

Contractor: TA Loving

Designer Rep: Sean Kenyon, PE

Contractor Rep: Jason Hill

Per approved Soil Management Plan provided to the Contractor via e-mail on 8/14, Contractor is required to have a Supervisor as well as the entire Horizontal Directional Drill crew that has potential to come into contact with contaminated soils, water, etc. be 40 hour HAZWOPER trained. Contractor shall obtain and provide to the Owner/Engineer pricing and a schedule/timeline. Upon receipt of items, Owner/Engineer will review and comment or approve and subsequently issue a Work Change Directive at the agreed upon change in price.

As per the requirements laid out in section 6 of the attached easement agreement between Brunswick County and Greenfield Environmental Multistate Trust, Contractor shall provide total pricing to meet the insurance requirements in section 6 of the easement agreement for all contractors and subcontractors that will be on the Trusts property. Upon receipt of items, Owner/Engineer will review and comment or approve and subsequently issue a Work Change Directive at the agreed upon change in price.

In accord with the Article "Construction Supervision" of the General Conditions, the Contractor, by signing below, 1) acknowledges receipt of this correspondence, and 2) acknowledges that, unless noted otherwise under Contractor's comments, he/she agrees that the correspondence contained herein does **not** constitute a "Change In The Work" or an "Extra Cost" (as defined in the General Conditions) that would require additional compensation or an extension of the Contract time.

Contractor's Comments:

(The Contractor is directed to the General Conditions when making "Claims for Extra Cost." If the Contractor views instructions from the Designer as requiring additional compensation or an extension of the Contract time, the contractor shall not proceed with the work affected until further advised.)

Signature/Date:  10/15/21

Print Name: Jason H. Hill

Representing: TA Loving Co.

Position: Asst. VP

environment or nature. "Hazardous Substances" means any hazardous waste, hazardous substance or material, as defined under any Environmental Law or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste.

4. The County, for itself and its successors and assigns, hereby releases, remises and forever discharges Grantor, Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of the Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the Beneficiaries (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the "Grantor Parties") from and against, and irrevocably and unconditionally waives, all Claims (as hereafter defined) and liability against the Grantor Parties for or attributable to any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the environmental condition of the Site and/or the Utility Easement Area, whether arising or accruing before, on or after the date hereof, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under or about the Utility Easement Area. "Claim," as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. The County, for itself and its successors and assigns, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Grantor Party in any action, suit or proceeding which is the subject of the release provided in this Section 4.

5. The County shall cause its contractor(s) performing installation and maintenance of the Utility System to execute and deliver to Grantor a Release, Waiver and Indemnity in the form attached hereto as Exhibit D prior to accessing the Utility Easement Area or any other portion of the Site.

6. The County shall cause its contractor(s) performing installation and maintenance of the Utility System to procure and maintain the following policies of insurance: (i) workers' compensation and employer's liability at the statutory limit required in the State of North Carolina; (ii) commercial general liability with per occurrence and aggregate limits of \$2,000,000; (iii) comprehensive automobile liability with coverage of \$1,000,000 combined single limit for bodily injury and death and property damage for each accident; (iv) excess liability with per occurrence and aggregate limits of \$1,000,000; (v) professional liability of at least \$1,000,000 per claim; and (vi) pollution liability of at least \$1,000,000 per claim. Each policy shall be issued by an insurer rated A or higher in Best's Insurance Manual or equivalent and qualified to do business in the State of North Carolina; shall name Grantor, Greenfield Environmental Multistate Trust LLC, and the Beneficiaries and their respective agencies and

departments as additional insureds; shall be primary to any insurance maintained by Grantor; shall contain waivers of subrogation; and shall provide that Grantor be given prior written notice of the termination or expiration or any material changes in coverage or terms of such policy. Prior to accessing the Utility Easement Area or any other portion of the Site, the County shall cause each contractor to provide Grantor with a certificate of insurance evidencing the foregoing, in form and substance satisfactory to Grantor.

7. Prior to accessing the Utility Easement Area or any other portion of the Site, the County shall provide Grantor with a soil management plan specifying the County's proposed method of handling, sampling, transporting, and disposing of materials at the Utility Easement Area in accordance with all applicable federal, state or local laws, rules, regulations, ordinances or other requirements including, without limitation, Environmental Laws (the "Soil Management Plan"). The County covenants and agrees that neither it nor its contractor(s) shall access the Utility Easement Area or any other portion of the Site until such time as the County has received written approval of the Soil Management Plan from Grantor and EPA, in consultation with NCDENR. The Soil Management Plan, as the same may be amended from time to time, must remain in form and substance acceptable to EPA and in form and substance acceptable to Grantor for so long as Grantor shall hold title to the Site.

8. The County agrees to comply with and cause its contractors to comply with any restrictions on future use or other institutional controls on any portions of the Site and/or the Utility Easement Area required by the Beneficiaries or any other governmental authority in accordance with applicable laws, permitting and regulatory requirements (including, without limitation, worker health and safety regulations and Environmental Laws).

9. Nothing in this Easement shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections and other rights extended to Grantor and its related entities under the Tronox Bankruptcy Agreements.

10. This Easement is subject to the prior approval of the Beneficiaries. In the event Grantor is unable to procure such approvals, this Easement shall be null and void without recourse to the Parties.

11. All provisions of this Easement, including the benefits and burdens hereof, shall run with the land be binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the Parties.

12. This Easement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties have caused this Easement to be executed as of the day and year first above written.

[Signatures on following pages]

**Work Change Directive
Brunswick County**

Date: 11/16/20 Time: 3:00 a.m./p.m. Project Name: NEB FM - Contract II - East
Designer: McKim & Creed Contractor: TA Loving Co.
Designer Rep: Sean Kenyon, PE Contractor Rep: Jason Hill

Directive: Contractor and all subcontractors that are required to be on the Greenfield Environmental Multistate Trust, LLC site shall obtain and provide COI's per the insurance requirements included in the executed easement agreement between the Trust and Brunswick County.

Reason for Change:

To comply with the requirements of the attached executed easement agreement between the Trust and Brunswick County, the Contractor and all Subcontractors must obtain additional insurance as per the language in the easement agreement.

The preceding directive requires the following actions by the Contractor before 11/19/20 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed \$ 50,156.89.

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
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The total change to the Time of Completion shall be an increase/decrease of 113 days.

DESIGNER:

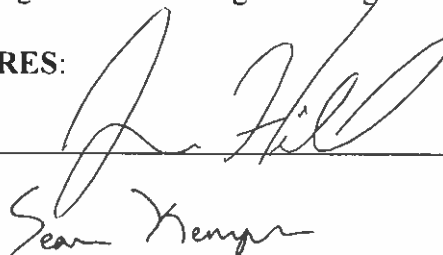
The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project or by _____(date), whichever is sooner.

OWNER:

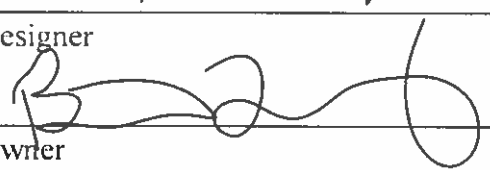
The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor


Sean Kenyon

Designer



Owner

Original Designer

Yellow Contractor

11/20/20

Date

11-17-20

Date

11-16-20

Date

Pink Owner

**Change Proposal
Brunswick County**

Date: 11/17/20

Project Name: NE Brunswick FM Contract II

Designer: McKim & Creed

Contractor: TA Loving

Designer Rep: Sean Kenyon

Contractor Rep: Jason Hill

The Contractor recommends the following change to the project with associated changes to the Time of Completion and/or total project cost:

Additional Insurance required to access the Greenfield Trust Site. = \$50,156.89
Additional Time required = 113 Days

This change will: ADD SUBTRACT NOT CHANGE (circle as appropriate) the total project cost by \$ \$50,156.89.

The total change to the Time of Completion shall be an: INCREASE DECREASE (circle as appropriate) of 113 days.

A breakdown of the proposed work is attached. No work shall be commenced until authorized by the Owner. All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents.

SIGNATURES:


Contractor

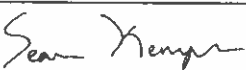
11/17/20

Date

Designer's Action: ☐ Recommend ☐ Do Not Recommend

☒ Recommend with the following changes

Total change shall be paid out utilizing change order allowance included in the original bid price.


Designer

11-17-20

Date



T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal
Request
No.:

2

CHANGE ORDER PROPOSAL

Project Name: NE Brunswick FM Contract II Project No. 4110
Location: Navassa Date 11.3.20
Owner: Brunswick County Drawing No. _____
Engineer: McKim & Creed Spec. Section _____

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____ Other: _____

Description: Insurance Costs

1 LABOR (See attached itemized breakdown) \$4,648.00
2 MATERIALS (See attached itemized breakdown) \$0.00
3 EQUIPMENT/OTHER (See attached itemized breakdown) \$36,129.96
4 TIME EXTENSION FIELD COSTS** 113 DAYS @ \$0.00 PER DAY \$0.00
5 SUB-TOTAL DIRECT WORK \$40,777.96
6 OVERHEAD & PROFIT ON DIRECT WORK 20% \$8,155.59
7 TOTAL DIRECT WORK \$48,933.55

SUBCONTRACTORS

NAME

DESCRIPTION

INVOICE/PROPOSAL DATE

8 SUB-TOTAL SUBCONTRACTOR WORK \$0.00
9 OVERHEAD & PROFIT ON SUBCONTRACTOR WORK 20% \$0.00
10 TOTAL SUBCONTRACTOR WORK \$0.00
11 SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK \$48,933.55
12 BOND & INSURANCE 2.50% of subtotal # 11 \$1,223.34
13 TOTAL CHANGE PROPOSAL REQUEST \$50,156.89

Reviewed By _____ Date _____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By
T. A. Loving Company

Date _____

Date _____

Date _____



T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

Change Proposal
Request
No.:

2

919-734-8400 (phone) 919-736-2148 (fax)

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				\$0.00
B. Miscellaneous/Waste material		0.00%	of A	\$0.00
C. Freight				\$0.00
D. SUBTOTAL				\$0.00
E. Sales Tax		6.75%	of D	\$0.00
F. TOTAL MATERIAL				\$0.00
LABOR COST				
A. Labor (From takeoff worksheet)				\$4,648.00
B. Small Tools		0.00%	of Labor	\$0.00
C. Clean-up		0.00%	of Labor	\$0.00
D. Safety		0.00%	of Labor	\$0.00
E. Safety Training		0.00%	of Labor	\$0.00
F. Reproduction Costs				\$0.00
G. As-Built Drawings	0	\$73.00	HR	\$0.00
H. Testing		0.00%	of Labor	\$0.00
I. Warranty Work		0.00%	of Labor	\$0.00
J. Punch List		0.00%	of Labor	\$0.00
J. TOTAL LABOR				\$4,648.00
EQUIPMENT/OTHER				
A. Equipment (From take off worksheet)				\$0.00
B. Equipment Fuel Surcharge		0%	of Equipment	\$0.00
C. Equipment Repairs		0%	of Equipment	\$0.00
D. Equipment Yard Work		0.00%	of Equipment	\$0.00
E. Assigned Equipment		0%	of Equipment	\$0.00
F. Other (From take off worksheet)				\$36,129.96
E. TOTAL EQUIPMENT/OTHER				\$36,129.96



T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal
Request
No.: 2

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY	UNIT	MATERIAL		LABOR		EQUIPMENT		OTHER		
				UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST	
Professional & Pollution Insurance												
	TA Loving	1	EA							\$9,889.68	9,889.68	
	LI Johnson	1	EA							\$7,850.00	7,850.00	
	Razorback	1	EA							\$7,134.40	7,134.40	
	Eco Express	1	EA							\$7,055.88	7,055.88	
	LI Johnson Re-Mobilization	1	EA							\$1,500.00	1,500.00	
	TA Loving Equipment Re-Mobilization	1	EA							\$2,700.00	2,700.00	
	Administrative Assistant	16	HR			\$52.00	\$832.00					
	Project Manager	20	HR			\$132.00	\$2,640.00					
	Risk Manager	8	HR			\$147.00	\$1,176.00					
				\$0.00	\$0.00	\$4,648.00		\$0.00		\$0.00		
												\$6,129.96



T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal
Request
No.: 1

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

Current Hazwoper Training Completion - 10/30/20
Board Meeting - 11/16/20
Start Clearing - 11/30/20
Complete HDD, Bore and Open Cut Tie in - 2/19/21
Total Days - 113 Days

TOTAL DAYS 113

USI Insurance Services, LLC
PO Box 62819 * Virginia Beach, VA 23466

-----INVOICE-----

T. A. Loving Company
PO Box 919
Goldsboro, NC 27533

Invoice Date 11/27/19
Invoice No. 3063823
Bill-To Code TLOV2
Client Code TLOV2
Inv Order No. 417*5504020
Payment Due
Amount Remitted: \$

Named Insured: T. A. Loving Company

Please return this portion with your payment.

Make checks payable to: USI Insurance Services, LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
11/28/19	04/01/19 to 04/01/20	Steadfast Insurance Company Policy No. EOC938392710 *Endorsement - Professional Liab - Oth Surplus Line Tax - Professional Liab - State Filing Fee - Professional Liab - Invoice Number: 3063823 Amount Due:	 9,383.00 469.15 37.53 9,889.68

*Premiums Due and Payable on Effective Date

L.I. Johnson

DJ Perkins

From: Trey Johnson <lijohnson@embarqmail.com>
Sent: Tuesday, October 6, 2020 5:31 AM
To: DJ Perkins
Subject: RE: Special Certificates of Insurance

DJ,

The total cost of pollution and Professional plus my markup is \$7850.

Please let me know if you need anything else from me.

Thank you,

Trey

As for me and my house, we will serve the Lord. Joshua 24:15

John 3:16 Properties, LLC & L.I. Johnson, Inc.
785 Gardner Road
Four Oaks, NC 27524

919-625-5157 mobile

From: DJ Perkins [mailto:dperkins@taloving.com]
Sent: Friday, October 2, 2020 2:27 PM
To: Trey Johnson <lijohnson@embarqmail.com>
Subject: RE: Special Certificates of Insurance

Trey what is the cost for the Professional?

From: Trey Johnson <lijohnson@embarqmail.com>
Sent: Friday, September 25, 2020 2:45 PM

DJ Perkins

From: Heather Winseck <heather@ecoexpressllc.com>
Sent: Tuesday, October 6, 2020 9:48 AM
To: DJ Perkins
Cc: Steve Rodgers
Subject: FW: Eco Express - UCPM

Good morning,

SIA provided the requested quote this morning – coverage would cost \$1618.29.

Kind Regards,

Heather Winseck
Office Manager | Eco Express, LLC
418 Hermitage Road, Castle Hayne, NC 28429
heather@ecoexpressllc.com
Office: (910) 602-1686
Fax: (910)602-1685

From: Charlene Heubach <cheubach@siagroup.com>
Sent: Tuesday, October 6, 2020 9:17 AM
To: Heather Winseck <heather@ecoexpressllc.com>
Subject: RE: Eco Express - UCPM

Heather, same \$1mil pollution with incidental professional liability would be \$1,618.29.

From: Heather Winseck <heather@ecoexpressllc.com>
Sent: Tuesday, October 6, 2020 9:13 AM
To: Charlene Heubach <cheubach@siagroup.com>
Subject: FW: Eco Express - UCPM

Thanks Charlene. Steve needs the whole quote as soon as possible.

Razorback

DJ Perkins

From: Neill Wheeler <neill@razorbackboring.com>
Sent: Friday, September 25, 2020 1:18 PM
To: DJ Perkins; Jason Hill
Subject: Fwd: Quote
Attachments: Berkley Quote - CPL & Prof - Razorback Boring.pdf

Here is our quote for the insurance policy.
It's \$7134.40 without any markup.
Please let me know if it's correct.

Neill Wheeler
Razorback Boring, Inc.
PO Box 1010
Morrisville, NC 27560
Cell: 919-669-2011
Office: 919-341-3050
Fax: 919-521-4046
NCGCL: 68454
SCGCL: G117269
www.razorbackboring.com



Begin forwarded message:

From: Emory Sadler <ESadler@towneinsurance.com>
Date: September 25, 2020 at 12:46:21 PM EDT
To: Neill Wheeler <neill@razorbackboring.com>, Stephanie Rider <SRider@towneinsurance.com>
Subject: Quote

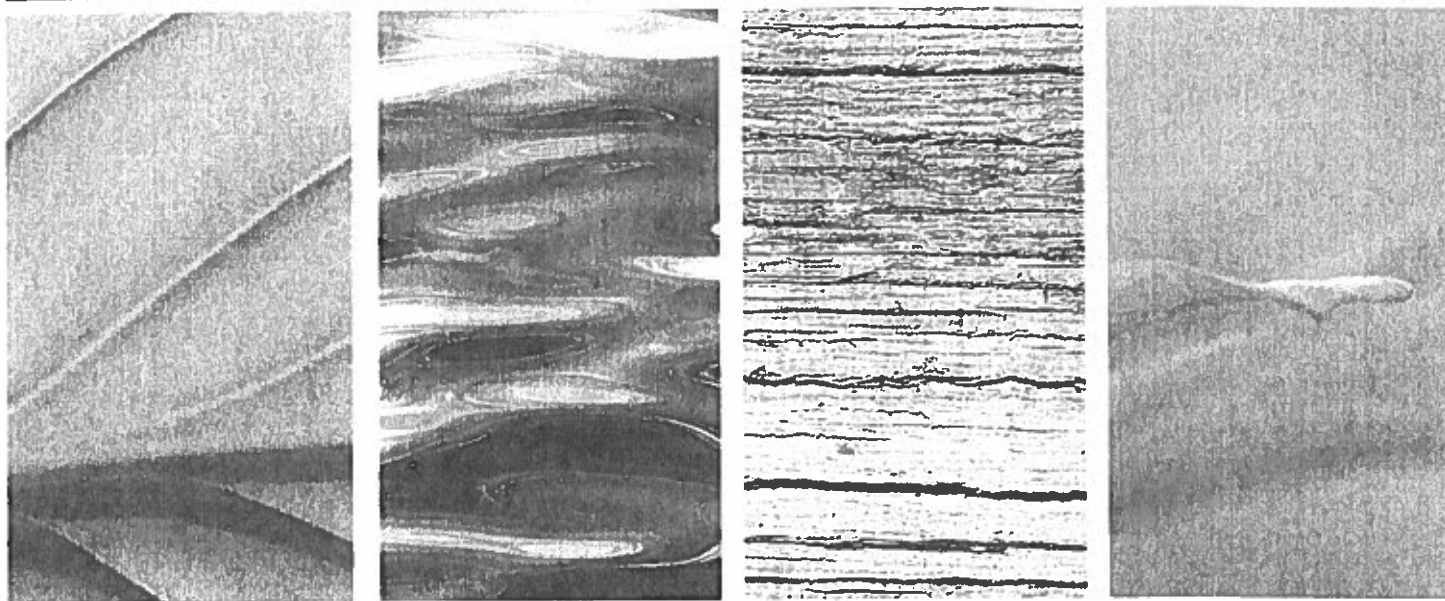
[EMAIL FROM EXTERNAL SENDER: Use caution when opening attachments, clicking links or responding to requests for information.]

BEACON



HILL
ASSOCIATES INC

Your source for environmental insurance since 1990



Razorback Boring, Inc.

Carrier Quoting:

Nautilus Insurance Company

CPL/Prof Quote

Prepared for:

Emory Sadler

Towne Insurance Agency, LLC

9/25/2020

BHA #: 20-1093

BEACON



Razorback Boring, Inc.

Carrier:

The attached indication is issued by Nautilus Insurance Company. This company is a surplus lines carrier in the Applicant's State. Please be sure your client fully understands the implications of working with an Excess & Surplus Lines company in their respective State.

Premium, Taxes and Fees:

The premium figure indicated in the Carrier Terms letter does not include Surplus Lines tax. Please see the attached Taxes, Fee and Premium calculation page for specific tax and fee requirements. If any resident countersignature requirements exist in your State, your office is responsible for those signatures.

Coverage:

Please review the indication carefully, paying particular attention to the Coverage, Limits (per occurrence and aggregate), Deductible/SIR, Exclusions, Terms and Conditions. The Terms and Conditions indicated herein may differ substantially from those requested, even if this is a renewal proposal from the same carrier. Any coverages requested, or previously provided, but not specifically represented here, are hereby declined.

As you are aware, many policies of this type offer some "claims made" coverage parts. Our quotes with attached endorsements indicate which those are, if any, and what the retroactive date for each is. Two things are critical; that the retroactive date is correct, and that the structure of the expiring coverage tracks properly with the new coverage being offered, and therefore leaves no gaps.

Additionally, it is very important that the Named Insureds shown on your quote, as well as the locations for which specific pollution coverage is to apply, are complete and correct. These must be listed on the quote for them to be covered by the Company.

As these are so important, and something we are unable to judge from our position, we are requesting confirmation that you are satisfied with all of these issues before binding coverage. Please initial here to verify that you and your client are in agreement that the coverage form structure as presented is acceptable.

AGREED BY AGENT (Initial): _____

Confirmation of Home State:

This account was quoted based on the home State listed on the application and shown in the attached quote. We need to verify the correct Home State for E&S tax filing purposes, per the NRRA Definition:

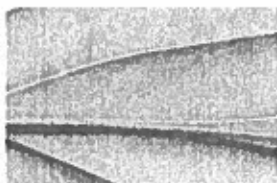
The NRRA (Nonadmitted & Reinsurance Reform Act) defines the home state of the insured as "(i) the state in which an insured maintains its principal place of business or in the case of an individual, the individual's principal residence, or (ii) if 100% of the premium of the insured risk is located out of the state referred to in clause (i), the State to which the greatest percentage of the insured's taxable premium for that insurance contract is located." The definition goes on to clarify that, with respect to affiliated groups, "[i]f more than 1 insured from an affiliated group are named insureds on a single non-admitted insurance contract, the term 'home State' means the home State, as determined pursuant to [clauses (i) and (ii) above] of the member of the affiliated group that has the largest percentage of premium attributed to it under such insurance contract."

PER ABOVE, HOME STATE IS: _____

Once you have had an opportunity to review this indication, please call to discuss any questions. Thank you for the opportunity to quote your business.

Sincerely yours,
BEACON HILL ASSOCIATES, INC.
Anna Beuchert

9/25/2020

BEACON**HILL**
ASSOCIATES, INC.**Razorback Boring, Inc.****20-1093**

The following premium and tax estimates are for reference purposes only. Final premiums due will be calculated and provided in your Invoice when coverage is bound. Those final calculations supersede figures represented here.

I. Premium, Taxes & Fees:
(options listed separately)

Risk State NC

Gross Premium	BHA Fee	Stamping Fee	E&S Tax Due	Total Due
\$6,674.00	\$100.00	\$26.70	\$333.70	\$7,134.40

Premium Option(s) above does not include Trial
Premium is due within 10 Days

II: NC E&S Filing Information:

Beacon Hill Associates will be happy to do the North Carolina Excess and Surplus Filings for you on this account. In order to do that, however, we will need the following from you:

Please sign below to confirm you have complied with the following North Carolina regulations:

1) Confirm you have been unable after a diligent search to obtain insurance on behalf of this insured from any insurance company licensed to do business in North Carolina the full amount or kind of insurance necessary to protect the risks under §58-21-15.

2) Agree that you have complied with NC §58-21-50 stating you have notified the insured in writing that A.) The insurer with which the coverage has been placed is not licensed by this State and is not subject to its supervision; and (B.) In the event of the insolvency of the surplus lines insurer, losses will not be paid by any State insurance guaranty or solvency fund.

Signed by: _____ Date: _____

Please contact us with any questions as you review this.

Regards,

BEACON HILL ASSOCIATES, INC.



**Berkley
Environmental**

PartnerOne
Environmental

QUOTATION

Date: 9/24/2020

Quote Number: 50000318542

Producer Information:

Beacon Hill Associates, Inc
408 Park Street
Charlottesville, VA 22902

Submitted Risk Information:

Razorback Boring, Inc.
P.O. Box 1010
Morrisville, NC 27560

Attn: Jamie Lewis

We are pleased to offer this quotation based on the information submitted. The policy forms and endorsements quoted may not be standard industry forms. These forms are available for your review. The terms and conditions offered may differ from your prior policy and from what you requested in your submission.

Nautilus Insurance Company (A.M. Best Rating A+ XV)

Coverage Form: Contractors Pollution and Professional Liability Policy - Occurrence – CPP 9000 02 19

LIMITS OF LIABILITY, RETENTIONS AND RETROACTIVE DATES

Policy Aggregate Limit:	\$2,000,000		
Coverage A - Professional Liability			
Limit:	\$1,000,000	Each Claim	
Retention:	\$10,000	Deductible	Each Claim
Retroactive Date:	POLICY INCEPTION	A - Professional Liability	
Coverage B.1 - Contractors Pollution Legal Liability			
Limit:	\$1,000,000	Each Occurrence	
Retention:	\$5,000	Deductible	Each Occurrence
Coverage B.2 - Transportation Pollution Liability			
Limit:	\$1,000,000	Each Occurrence	
Retention:	\$5,000	Deductible	Each Occurrence
Coverage B.3 - Third Party Claims for Non-Owned Disposal Site(s)			
Limit:	\$1,000,000	Each Claim	
Retention:	\$5,000	Deductible	Each Claim
Retroactive Date:	POLICY INCEPTION	B.3 - Third Party Claims for Non-Owned Disposal Site(s)	
Coverage B.4 - Microbial Substance Contractors Pollution Liability			
Limit:	\$1,000,000	Each Occurrence	
Retention:	\$5,000	Deductible	Each Occurrence
Coverage B.5 - Named Insured's Locations			
Limit:	\$1,000,000	Each Claim	
Retention:	\$5,000	Deductible	Each Claim

Coverage B.6 - Emergency Remediation Costs			
Limit:	\$1,000,000	Each Pollution Condition	
Retention:	\$5,000	Self Insured Retention	Each Pollution Condition
Coverage C - Protective Professional Indemnity			
Limit:	\$1,000,000	Each Protective Professional Claim	
Retention:	\$10,000	Self Insured Retention	Per Each Protective Professional Claim
Retroactive Date:	POLICY INCEPTION	Coverage C - Protective Professional Indemnity Retroactive Date	
Supplementary Payments - Rectification Expense			
Sublimit:	\$25,000	Coverage Aggregate	
Retention:	\$10,000	Self Insured Retention	Each Claim
Retroactive Date:	POLICY INCEPTION	Supplementary Payments - Rectification Expense	
Supplementary Payments - Corporate Reputation Rehabilitation			
Sublimit:	\$25,000	Coverage Aggregate	
Supplementary Payments - Crisis Management Expense			
Sublimit:	\$25,000	Coverage Aggregate	
Supplementary Payments - ADA and FHA Defense Expense			
Sublimit:	\$25,000	Coverage Aggregate	

Policy Term: 10/01/2020 to 10/01/2021
Minimum Annual Premium: 100%
Deposit Premium: 100%
Minimum Earned Premium: 25%

Exposure Basis	Estimated Exposure	x	Composite Rate	=	Policy Premium
Per \$1,000 Gross Receipts	\$7,000,000		Flat		\$6,674

Policy Premium: \$6,674
Terrorism Additional Premium: \$267 (4% of policy premium)
Total Policy Premium \$6,941

FORMS AND ENDORSEMENTS (NOTE: Please read the policy forms and endorsements carefully.):

E001J 07 20	Nautilus Policy Jacket
ENV DIR CLAIMS 01 20	Policyholder Notice - Claim Reporting Information
ENV DEC 08 12	Common Policy Declarations
CPP SUPP 10 18	Contractors Pollution and Professional Liability Supplemental Declarations
ENV FORMS 09 10	Schedule of Forms and Endorsements
S020 (04-05)	Service of Suit
CPP 9000 02 19	Contractors Pollution and Professional Liability Policy - Occurrence
CPP 9025 10 18	Schedule of Insured Locations
CPP 9027 10 18	Subrogation - Coverage B1 B2 and B4
CPP 9064 11 18	Exclusion - Unauthorized Access to or Disclosure of Confidential or Personal Information and Data-Related Liability
CPP 9065 11 18	Limited Cyber Coverage
CPPO 9023 10 18	Protective Indemnity Coverage Endorsement
ENV 2002 06 18	Known or Reported Claims Exclusion
ENV 2012 01 12	Earned Premium and Flat Rate
ENV 2225 10 18	Exclusion of Certified Acts of Terrorism
IL 12 02 01 16	Office of Foreign Asset Control (OFAC) Exclusion Endorsement

AUTHORITY TO ISSUE CERTIFICATES OF INSURANCE OF WE WRITE THIS POLICY

Subject to the following, you do not have to submit Certificates of Insurance to us. Authority is granted to you and your subproducer to issue unmodified ACORD certificates of insurance. You and your subproducer may include on the certificate an accurate representation of the coverage form and endorsements applicable to this policy at the time the certificate is issued. Any modification to the ACORD certificate or the issuance of a non-ACORD certificate of insurance must be submitted to us for approval.

Certificates of Insurance may only be issued as a matter of information. Certificates of Insurance do not amend, extend or alter coverage afforded under this policy. We do not recognize Certificates of Insurance as endorsement or policy change requests. You must submit a separate written request if an endorsement or policy change (including the addition of additional insured coverage or other coverage) is required.

THIS QUOTATION IS SUBJECT TO RECEIPT AND REVIEW OF THE FOLLOWING INFORMATION WITHIN THE SPECIFIED TIMEFRAME. UPON RECEIPT AND REVIEW OF THE ITEMS LISTED BELOW, WE RESERVE THE RIGHT TO MODIFY THESE TERMS AND CONDITIONS IN ACCORDANCE WITH OUR UNDERWRITING GUIDELINES.

1. Company brochure/ qualifications, Required Prior to Binding.
2. Signed and dated TRIA Letter, Required Prior to Binding.
3. Three years currently valued GL loss runs, Required Prior to Binding.
4. Most recent Audited/ Reviewed financial statements, Required Prior to Binding.
5. Completed, signed and currently dated PartnerOne application- all questions need to be answered and FEIN number, Required Prior to Binding.

STANDARD TERMS AND CONDITIONS:

1. Premium is 100.00% Minimum and 100.00% Deposit.
2. Note that mandatory Exclusion Unauthorized Access To Or Disclosure Of Confidential Or Personal Information And Data-Related Liability is part of this proposal, and that Limited Cyber Coverage is offered. See the specimen Endorsement Limited Cyber Coverage included with this proposal for terms, limits and pricing. Should you opt-out of this offer, no such coverage will be afforded, and premium will be reduced accordingly.
3. Premium is due 10 days from the effective date of coverage.
4. Berkley Environmental reserves the right to perform an engineering survey any time during the policy term.
5. All policies are 25.00% minimum earned upon binding.
6. The premium(s) provided in this proposal is based on the submitted information received to date and is subject to change based upon receipt of the underwriting information requested in the Subjectivities section of this quote proposal.

This quotation was prepared for Beacon Hill Associates, Inc and outlines the coverages, terms and conditions offered by the company. Please review this document, as it may differ from the coverages, terms and conditions requested within the submission.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$ 267 (Quote No. 518542-1 Option 1).
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Nautilus Insurance Company
Insurance Company

Print Name

Policy Number

Date

ENDORSEMENT

This Endorsement forms a part of the policy to which it is attached. Please read it carefully.

LIMITED CYBER COVERAGE

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
		10/1/2021	10/1/2020

THE SECURITY BREACH LIABILITY INSURING AGREEMENT CONTAINED IN THIS ENDORSEMENT PROVIDES COVERAGE FOR DEFENSE COSTS WHICH ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMIT OF INSURANCE. PAYMENT OF DEFENSE COSTS UNDER THIS ENDORSEMENT WILL REDUCE THE LIMIT OF INSURANCE.

SCHEDULE

Cyber Aggregate Limit Of Insurance:	\$50,000
Security Breach Expense Aggregate Sublimit Of Insurance:	\$25,000
Extortion Threats Aggregate Sublimit Of Insurance:	\$25,000
Replacement Or Restoration Of Electronic Data Aggregate Sublimit Of Insurance:	\$25,000
Public Relations Expense Aggregate Sublimit Of Insurance:	\$25,000
Security Breach Liability and Defense Costs Aggregate Sublimit Of Insurance:	\$25,000
Cyber Deductible:	\$1,000
Retroactive Date:	10/1/2020
Cyber Premium (Included in Policy Premium):	\$280

This Endorsement shall not increase our limits of insurance, as shown in the Declarations of this policy. Claims and claim-related costs paid by us pursuant to this Endorsement shall reduce the General Aggregate Limit. Upon exhaustion of the General Aggregate Limit, we shall have no obligation to make any further payments to, or on behalf of, the insured for defense, indemnification, or otherwise.

I. The following is added to SECTION I – INSURING AGREEMENTS

CYBER – INSURING AGREEMENTS

Coverage provided under Insuring Agreements 1. Security Breach Expense, 2. Extortion Threats, 3. Replacement Or Restoration Of Electronic Data, and 4. Public Relations Expense, applies to loss resulting directly from a cyber incident, extortion threat, or security breach which is first discovered during the policy period shown in the Declarations or during the period of time provided in Condition 3. Extended Period To Discover Loss, in Section V - Policy Conditions, and which first takes place on or after the Retroactive Date shown in the Schedule and before the end of the policy period shown in the Declarations.

Any cyber incident, extortion threat, security breach or claim that arises out of the same facts or circumstances and results in loss under one or more of the following Insuring Agreements will be deemed to be related and, as such, will be deemed to have been discovered during the earliest policy period that any such related cyber incident, extortion threat, security breach or claim was discovered.

1. Security Breach Expense

We will pay for loss resulting directly from a security breach that is first discovered during the policy period.

With respect to this Insuring Agreement:

- Loss means security breach expenses.
- Security breach expenses means:

(1) Forensics

The costs to establish whether a **security breach** has occurred or is occurring. If a **security breach** has occurred, the following costs are also included:

- (a) Costs to investigate the cause, scope and extent of a **security breach** and to identify any affected parties; and
- (b) Costs to determine any action necessary to remediate the conditions that led to or resulted from a **security breach** including, but not limited to, fees paid for legal and other professional advice on how to respond to the **security breach**;

(2) Notification

Costs to notify all parties affected by a **security breach** including, but not limited to, notice to be transmitted through media required by **privacy regulations**;

(3) Overtime Salaries

Overtime salaries paid to employees assigned to handle inquiries from the parties affected by a **security breach**;

(4) Call Center

Fees and costs of a company hired by you for the purpose of operating a call center to handle inquiries from the parties affected by a **security breach**;

(5) Post-event Monitoring

Costs to provide credit and identity monitoring services to the affected parties of a **security breach** for up to one year, or longer if required by applicable law, from the date of notification to those affected parties of such **security breach**; and

(6) Other Expenses

Any other reasonable expenses incurred by you with our written consent.

Security breach expenses do not include any costs or expenses associated with upgrading, maintaining, repairing, remediating or improving a **computer system** as a result of a **security breach**.

2. Extortion Threats

We will pay for **loss** resulting directly from an **extortion threat** that is first discovered during the **policy period**.

With respect to this Insuring Agreement:

a. Loss means extortion expenses.

b. Extortion expenses means:

(1) Fees and costs of:

(a) A security firm; or

(b) A person or organization;

hired with our consent to determine the validity and severity of an **extortion threat** made against you;

(2) Interest costs paid by you for any loan from a financial institution taken by you to pay a ransom demand;

(3) Reward payments paid by you to an informant which lead to the arrest and conviction of parties responsible for **loss;**

(4) Any other reasonable expenses incurred by you with our written consent, including:

(a) Fees and costs of independent negotiators; and

(b) Fees and costs of a company hired by you, upon the recommendation of the security firm, to determine how to protect your **electronic data from further threats; and**

(5) Ransom payments made in the form of cash, or virtual currency such as, but not limited to, Bitcoin.

3. Replacement Or Restoration Of Electronic Data

We will pay for **loss** of your **electronic data** or **computer programs** stored within a **computer system** resulting directly from a **cyber incident** that is first discovered during the **policy period**.

With respect to this Insuring Agreement:

Loss means the cost to replace or restore your **electronic data** or **computer programs** as well as the cost of data entry, reprogramming and computer consultation services.



PROPOSAL

Friday, October 9, 2020

FROM: Tatiana Cheeks

TO: SIA Group

ATTN: Anna Bland

RE: ECO Express, LLC

We are pleased to provide the following proposal for your client. Please review all coverage terms and conditions carefully as the coverage being offered may be more limited than coverages requested.

Coverage: All terms per Carrier **Company:** Indian Harbor Insurance Company

Options	A
Limits	\$1M/\$1M
Retention	See Quote
Premium	\$6,220.00
Program Fee	\$500.00
Surplus Lines Tax (NC) 5.000%	\$311.00
State of NC Surplus Lines Fee	\$24.88
Total due by insured	\$7,055.88

Taxes shown above will increase if terrorism coverage is added to the premium. Details for purchasing terrorism coverage follow, but are not included in the above calculations.

Payment is due to UCPM, Inc. within 15 days from the effective date of coverage.

The indication is subject to the receipt and satisfactory review of the following information prior to binding unless otherwise noted:

- Written instructions in the bind request to accept or reject TRIA
- Completed, signed and dated XL application
- 5 years currently valued GL loss runs

UCPM can handle the surplus lines filing after receipt of any necessary affidavits.

Quote is valid for 30 days from the date of this proposal, or until the Expiration Date of the current policy, whichever is sooner.

Note: Higher limits may be available for most risks. Payment of premium or receipt of a policy number does not guarantee coverage if there are binding subjectivities outstanding.

Prepared by:
Bryan W. Batton, Asst. County Attorney
P.O. Box 249
Bolivia, NC 28422

UTILITY EASEMENT

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

THIS EASEMENT (this "Easement") is made and entered into this the 4 day of ~~November~~, 2019, by and between **GREENFIELD ENVIRONMENTAL MULTISTATE TRUST LLC**, a Delaware limited liability company, not individually but solely in its representative capacity as Trustee of the **MULTISTATE ENVIRONMENTAL RESPONSE TRUST**, a New York environmental response trust, whose address is 11 Flagg St., Unit No. 1, Cambridge, Massachusetts 02138, as grantor (the "Grantor"), and **BRUNSWICK COUNTY**, a North Carolina body politic and political subdivision of the State of North Carolina, whose address is P.O. Box 249, Bolivia, North Carolina 28422, as grantee (the "County") (individually, a "Party"; collectively, the "Parties").

WITNESSETH

WHEREAS, Grantor has been established pursuant to that certain Consent Decree and Environmental Settlement Agreement (the "Settlement Agreement") entered in the U.S. Bankruptcy Court for the Southern District of New York in the matter of *In re: Tronox Incorporated, et al.*, Case No. 09-10156 (ALG), and that certain Environmental Response Trust Agreement (together with the Settlement Agreement, the "Tronox Bankruptcy Agreements") entered into pursuant to the Settlement Agreement on February 14, 2011;

WHEREAS, pursuant to the Tronox Bankruptcy Agreements, (i) Tronox Incorporated and its affiliates (collectively, "Tronox") conveyed to Grantor by quitclaim deed Tronox's right, title and interest, if any, in and to the Kerr-McGee Chemical Corporation Superfund Site located in Navassa, Brunswick County, North Carolina, as described in Exhibit A attached hereto and incorporated herein by reference (the "Site"), and (ii) Grantor's responsibilities include, without limitation, holding its interest in the Site for the benefit of the United States and the State of

North Carolina (collectively, the "Beneficiaries"), and investigating and remediating the Site pursuant to budgets approved by the United States Environmental Protection Agency ("EPA"), in consultation with the North Carolina Department of Environment and Natural Resources ("NCDENR"); and

WHEREAS, the County desires to locate a utility system on a portion of the Site, and, subject to the terms of this Easement, Grantor is desirous of granting to the County a non-exclusive right to go upon and use a portion of the Site for placement of said utility system;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does by these presents hereby grant, assign, bargain, sell and convey unto the County and the County's successors and assigns a non-exclusive, perpetual and permanent right, privilege and easement to go through, under and upon the thirty (30)-foot wide portion of the Site described and shown in Exhibit B attached hereto and incorporated herein by reference (the "Utility Easement Area") for the purpose of constructing, installing, maintaining, repairing, replacing, removing, extending, improving, building and/or operating a public sewer force main utility system in connection with the Northeast Brunswick Regional Wastewater Treatment Plant including, but not limited to, mains, pipes, valves and other appurtenant facilities (the "Utility System"), in accordance with the plans attached hereto and incorporated herein by reference as Exhibit C.

TO HAVE AND TO HOLD the above-described easement to the County and its successors and assigns forever.

SUBJECT, HOWEVER, in all instances to the terms and conditions of this Easement, including the following:

1. The Utility System shall remain the property of the County. The County shall have the right to inspect, remove, repair, replace, maintain and improve the Utility System, together with the rights of ingress and egress to access the Utility System, and to make such changes and additions to the Utility System as the County from time to time may deem advisable, provided that the County shall: (a) provide Grantor with at least twenty-four (24) hours' advance notice before accessing the Utility Easement Area except in the event of an emergency, in which case the County shall (i) immediately notify Grantor of such emergency access and (ii) provide Grantor with a detailed description of the actions undertaken by the County within forty-eight (48) hours of undertaking such emergency access; (b) use its best efforts to avoid any material, adverse interference with other uses of Grantor's property; and (c) ensure that the Utility System remains predominately below the surface of the Utility Easement Area.

2. Grantor reserves the right to enter upon and use such portions of the Utility Easement Area as may be necessary for Grantor to comply with all applicable laws and perform Grantor's obligations under the Tronox Bankruptcy Agreements, including, without limitation, implementation of environmental site assessments and/or remediation work pursuant to the Tronox Bankruptcy Agreements and facilitation of future development of the Site (including, without limitation, the Utility Easement Area). In addition, Grantor reserves the right to require

the County to cause any contractor not performing work in full compliance with applicable laws, permitting and regulatory requirements (including, without limitation, worker health and safety regulations and Environmental Laws (as defined hereafter)) to immediately cease its activities upon and depart from the Utility Easement Area. The County shall: (a) cooperate with Grantor to the extent that any of the foregoing activities affect the Utility Easement Area; (b) restore the Utility Easement Area to its approximate level and condition that existed prior to construction of the Utility System and reseed the Utility Easement Area; (c) restore any portions of the Utility Easement Area and curbing, guttering or pavement affected by the County's construction and maintenance activities; (d) solely bear the cost associated with such restoration and reseeding of the Utility Easement Area; (e) keep the Utility Easement Area free from liens arising in any manner related to the County's use of the Utility Easement Area, and promptly discharge any lien that may be asserted by any third party arising in any manner relating to the foregoing; (f) cooperate with Grantor to the extent that any of the foregoing activities affect the Utility Easement Area; and (g) conduct any and all construction and/or repair or maintenance activities in a manner so as not to interfere with or impede Grantor's activities at the Site and/or the Utility Easement Area. Except as specified to the contrary in this Section 2, the County shall not be responsible for landscaping or otherwise improving the Utility Easement Area following its completion of the Utility System.

3. The County, for itself and its successors and assigns, expressly acknowledges and agrees that no representations, warranties, covenants, guaranties or promises of any kind, express or implied, have been made by Grantor or Grantor's agents or representatives to the County or to the County's agents or representatives with respect to the Site and/or the Utility Easement Area. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COUNTY EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT ACCEPTS THE UTILITY EASEMENT AREA AND THE RIGHTS GRANTED HEREUNDER "AS IS," "WHERE IS" AND "WITH ALL FAULTS." Grantor hereby expressly disclaims any and all representations or warranties as to: (a) the Site's and/or the Utility Easement Area's compliance with any and all federal, state or local laws, rules, regulations, ordinances or other requirements, including, without limitation, any such laws or other requirements with respect to the maintenance and/or removal of improvements, if any, on the Site and/or the Utility Easement Area; (b) the environmental condition of the Site and/or the Utility Easement Area; (c) the Site's and/or the Utility Easement Area's compliance with Environmental Laws (as defined hereafter); (d) restrictions on usage of the Site and/or the Utility Easement Area imposed by any governmental authority or the suitability of the Utility Easement Area as a developable or useable site for any purpose; and (e) the acreage or square footage of the Site and/or the Utility Easement Area. The County hereby assumes, and shall be solely responsible for, all environmental matters affecting or arising as a result of the Easement, including, without limitation, compliance with all Environmental Laws (as hereafter defined) and the presence of any Hazardous Substances (as hereafter hereafter), if any, on, in, under, or migrating from or otherwise attributable to the Site and/or the Utility Easement Area. "Environmental Laws" means any past, present, or future federal, state, or local laws, statutes, ordinances, regulations, judgments, and orders and the common law, including the law of strict liability and the law of abnormally dangerous activities, relating to environmental matters, including, without limitation, provisions pertaining to or regulating air pollution, water pollution, noise control, wetlands, watercourses, wildlife, Hazardous Substances, or any other activities or conditions which impact or relate to the

environment or nature. "Hazardous Substances" means any hazardous waste, hazardous substance or material, as defined under any Environmental Law or any pollutant, contaminant, radioactive or biological material or waste, or petroleum or petroleum related products or waste.

4. The County, for itself and its successors and assigns, hereby releases, remises and forever discharges Grantor, Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as the Trustee of the Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the Beneficiaries (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (collectively, the "Grantor Parties") from and against, and irrevocably and unconditionally waives, all Claims (as hereafter defined) and liability against the Grantor Parties for or attributable to any and all losses, costs, claims, liabilities, expenses, demands, fees or obligations of any kind or nature whatsoever, whether known or unknown and foreseen or unforeseen, attributable to the environmental condition of the Site and/or the Utility Easement Area, whether arising or accruing before, on or after the date hereof, and whether attributable to events or circumstances which have heretofore or may hereafter occur, including all losses, costs, claims, liabilities, expenses, demands, fees and obligations relating to the presence, discovery, release or removal of any Hazardous Substances in, at, under or about the Utility Easement Area. "Claim," as used herein, means all demands, actions, causes of action, suits, proceedings, covenants, contracts, agreements, damages, claims, counterclaims, third-party claims, cross claims, contribution claims, indemnity claims, executions, judgments, losses, penalties, obligations and liabilities whatsoever, of every name, kind, type, nature or description, in law or in equity, arising under federal, state or local law or other statute, law, regulation or rule of any kind, whether known, unknown, direct, indirect, absolute, contingent, disclosed, undisclosed or capable or incapable of detection. The County, for itself and its successors and assigns, agrees that it and they will not institute any action, suit or proceeding, and will not implead, join, seek contribution or indemnification from, or otherwise involve any Grantor Party in any action, suit or proceeding which is the subject of the release provided in this Section 4.

5. The County shall cause its contractor(s) performing installation and maintenance of the Utility System to execute and deliver to Grantor a Release, Waiver and Indemnity in the form attached hereto as Exhibit D prior to accessing the Utility Easement Area or any other portion of the Site.

6. The County shall cause its contractor(s) performing installation and maintenance of the Utility System to procure and maintain the following policies of insurance: (i) workers' compensation and employer's liability at the statutory limit required in the State of North Carolina; (ii) commercial general liability with per occurrence and aggregate limits of \$2,000,000; (iii) comprehensive automobile liability with coverage of \$1,000,000 combined single limit for bodily injury and death and property damage for each accident; (iv) excess liability with per occurrence and aggregate limits of \$1,000,000; (v) professional liability of at least \$1,000,000 per claim; and (vi) pollution liability of at least \$1,000,000 per claim. Each policy shall be issued by an insurer rated A or higher in Best's Insurance Manual or equivalent and qualified to do business in the State of North Carolina; shall name Grantor, Greenfield Environmental Multistate Trust LLC, and the Beneficiaries and their respective agencies and

departments as additional insureds; shall be primary to any insurance maintained by Grantor; shall contain waivers of subrogation; and shall provide that Grantor be given prior written notice of the termination or expiration or any material changes in coverage or terms of such policy. Prior to accessing the Utility Easement Area or any other portion of the Site, the County shall cause each contractor to provide Grantor with a certificate of insurance evidencing the foregoing, in form and substance satisfactory to Grantor.

7. Prior to accessing the Utility Easement Area or any other portion of the Site, the County shall provide Grantor with a soil management plan specifying the County's proposed method of handling, sampling, transporting, and disposing of materials at the Utility Easement Area in accordance with all applicable federal, state or local laws, rules, regulations, ordinances or other requirements including, without limitation, Environmental Laws (the "Soil Management Plan"). The County covenants and agrees that neither it nor its contractor(s) shall access the Utility Easement Area or any other portion of the Site until such time as the County has received written approval of the Soil Management Plan from Grantor and EPA, in consultation with NCDENR. The Soil Management Plan, as the same may be amended from time to time, must remain in form and substance acceptable to EPA and in form and substance acceptable to Grantor for so long as Grantor shall hold title to the Site.

8. The County agrees to comply with and cause its contractors to comply with any restrictions on future use or other institutional controls on any portions of the Site and/or the Utility Easement Area required by the Beneficiaries or any other governmental authority in accordance with applicable laws, permitting and regulatory requirements (including, without limitation, worker health and safety regulations and Environmental Laws).

9. Nothing in this Easement shall be interpreted as affecting or impairing in any way the exculpations, immunities, liability protections and other rights extended to Grantor and its related entities under the Tronox Bankruptcy Agreements.

10. This Easement is subject to the prior approval of the Beneficiaries. In the event Grantor is unable to procure such approvals, this Easement shall be null and void without recourse to the Parties.

11. All provisions of this Easement, including the benefits and burdens hereof, shall run with the land be binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the Parties.

12. This Easement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the Parties have caused this Easement to be executed as of the day and year first above written.

[Signatures on following pages]

GREENFIELD ENVIRONMENTAL MULTISTATE TRUST LLC, a Delaware limited liability company, not individually but solely in its representative capacity as Trustee of the MULTISTATE ENVIRONMENTAL RESPONSE TRUST, a New York environmental response trust

By: Greenfield Environmental Trust Group, Inc., Member

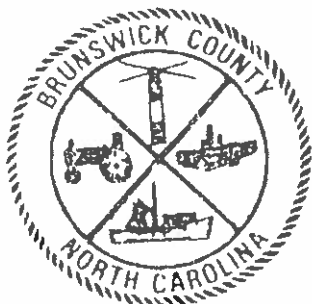
By: _____
Name: Cynthia Brooks
Its: President

STATE OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this ____ day of _____, 2019, before me, the undersigned notary public, personally appeared Cynthia Brooks, provide to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as President of Greenfield Environmental Trust Group, Inc., Member of Greenfield Environmental Multistate Trust LLC, Trustee of the Multistate Environmental Response Trust.

Notary Public

My commission expires: _____



COUNTY OF BRUNSWICK

By: [Signature]
Name: Frank Williams
Its: Chairman

STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, William J. Galloway, a Notary Public for the State of North Carolina, County of Brunswick, do hereby certify that Frank Williams personally came before me this day and acknowledged that s/he is a duly authorized agent of the BRUNSWICK COUNTY, NORTH CAROLINA and that by authority duly given and as the act of the corporation, each individual signed the foregoing instrument on its behalf.

Witness my hand and official stamp or seal, this 4th day of Nov., 2019.

[Signature]
Notary Public, William J. Galloway

My commission expires: 11/22/2024

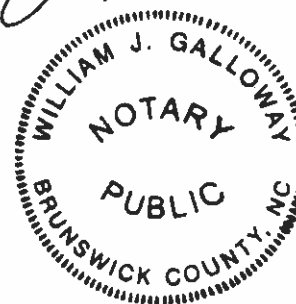


EXHIBIT A

Legal Description of Site

BEGINNING AT a point on the A.C.L. Railroad's right of way about 400 feet from the Navassa, Guano Company's intersection of said right of way; and running thence on a reverse line N. 3, W. 520.5 feet to an iron stake; thence reverse line N. 77 W. 324.5 feet to an iron stake; thence; reverse line of North 430 feet to a stake; thence a reverse line N. 73.30 W. 1457 feet to the low water mark of Brunswick River Channel; thence along and with the low water mark of Brunswick River Channel about three quarters of a mile to the low water mark of Sturgeon Creek; thence up with the low water mark of Sturgeon Creek and its various courses for a distance of about three quarters of a mile to a point where the Wilmington, Brunswick and Southern Railroad crosses said Sturgeon Creek; and thence along the East right of way of the said Wilmington, Brunswick and Southern Railroad to the point where the said Wilmington, Brunswick and Southern Railroad's right of way intersects the A.C.L. Railroad's right of way; thence along the A.C.L. Railroad's right of way to the beginning, containing three hundred acres, more or less, being a portion of the land heretofore conveyed by F. H. Moore and wife to A. J. McKinnon, V. P., by deed recorded September 3, 1910, in book 10, at page 231, in the office of the Register of Deeds of Brunswick County, North Carolina, and being the seventh tract in a deed from A. J. McKinnon and wife to the A. J. McKinnon Corporation, recorded in Book 27, at page 518, in the office of the Register of Deeds of Brunswick County, and the same land as contained in deed from A. J. McKinnon and wife, and John F. McNair to C. A. Capps, by deed dated May 31, 1911, and recorded in book 16 at page 303, in the office of the Register of Deeds Brunswick County, North Carolina, and as contained in a deed from John F. McNair to McNair Investment dated December 29, 1923 and recorded in Book 40, at page 137, in the office of the Register of Deeds of Brunswick County, North Carolina, together with all and singular, the lands, tenements, easements and appurtenances thereto belonging, or in anywise appertaining.

FIRST TRACT:

BEGINNING at a Buggy axle which is the North corner of the June Davis old home tract and runs thence North 64 degrees and 30' West 295 feet to a buggy axle, the West Corner of the June Davis old home tract; thence South 25 degrees and 20' West 72 feet to a stake in the June Davis line; thence South 64 degrees and 30' East 295 feet to a stake in the June Davis Eastern line; thence North 25 degrees and 20' East 73 feet to the first station. Containing to the same 112 acre, more or less, according to a survey made by J. B. Atkinson, June 25, 1946. Being the same lands conveyed by June Davis to Ida Merrick, by deed dated July 1, 1946, recorded in Book 83, Page 629, in the office of the Register of Deeds of Brunswick County, North Carolina.

SECOND TRACT:

Two acres reserved by the late F. M. Moore out of the land he sold A. J. McKinnon, Five, Six, or Seven years ago, the said two acres to be surveyed and using the old dwelling as the center of the two acres, this dwelling was burned a year or two before the said McKinnon bought the surrounding land, this being a part of the Fair Oaks Plantation at Navassa, the brick pillow and chimneys still show the location of this old dwelling, for further description the records of

Brunswick County, North Carolina will show. Being the same lands conveyed by M. A. Moore, et al., to June Davis, by deed dated June 12, 1917, recorded in Book 29, Page 74, in the office of the Register of Deeds of Brunswick County, North Carolina.

Excepting, however, any portions thereof conveyed by June Davis for which deeds are recorded in the Office of the Register of Deeds of Brunswick County, North Carolina. It is intended by this deed to convey all right, title, and interest of the parties of the first part, of either of them, in and to all land which were conveyed to Ida Merrick by her father, June Davis, or which she inherited from him as his only child and heir at law, and included within the bounds of the lands bounded on the East by Brunswick River, on the South by Sturgeon Creek, on the West and North by the old Wilmington-Brunswick and Southern Railroad right-of-way; and on the East and North by Armour Fertilizer Works.

Located in the Township of Town Creek, County of Brunswick, State of North Carolina.

FIRST TRACT; Beginning at the intersection of the low water mark of Sturgeon Creek and the eastern right of way line (65 feet East of the center line) of the Old Wilmington, Brunswick and Southern Railroad, said point being under a concrete highway bridge, which said highway leads from U.S. Highway 74 and 76 to Navassa, N. C.; running thence along the said eastern right-of-way of W. B. & S. Railroad (65 feet from its center line) and in general, along the pavement of said Highway N, 19 deg. 50 min. East 3457.6 feet to a point, the beginning of a curve to the right, running thence along said curve to the point of intersection of said Eastern right of way line of the said W. B. & S. Railroad with the southern right of way line of the A. C. L. Railroad main line (65.0 feet from its center line) said point being North 53 deg. 37 min. East 1208.6 feet from the preceding point as measured along the chord of said curve; running thence eastwardly and 65.0 feet from the center line of said A. C. L. Railroad right of way South 86 degrees 04 minutes East 112.8 feet to a point, the beginning of a curve to the left; running thence along said curve to a point, said last point being South 88 deg. 15 min. East 183.1 feet from the preceding point, said last point being in the western line of a 2.9 acre tract, and being 5.9 feet southwardly from the northwest corner of said tract as measured along its western line; running thence along the western line of said tract South 3 degrees 08 minutes East 319.0 feet to an old iron rail; running thence South 76 deg. 32 min. East 401.4 feet to an iron pipe, the southeast corner of said 2.9 acre tract and the western line of Armour Fertilizer Company tract; running thence along the western line of said tract South 0 degrees 10 minutes West 433.8 feet to an old corner stone, the southwest corner of said Armour tract; running thence South 73 degrees 40 minutes East 951.8 feet to a concrete monument near the edge of marsh; running thence along the same course South 73 degrees 40 minutes East 505.2 feet to a pine just South of the mouth of a canal at low water mark of Brunswick River; running thence southwardly along the low water mark of said Brunswick River approximately 3800 feet to the low water mark at the mouth of Sturgeon Creek running thence westwardly along the low water mark of Sturgeon Creek approximately 4000 feet to the point of Beginning, containing 252 acres, more or less (excepting therefrom a 2 acre tract) hereinafter described, and being subject to the right of way of aforementioned State Highway across the western and northern property line as shown on map of the property line survey for the American Creosoting Company by M. H. Lander, C. E., dated June 22, 1956, Scale 1 inch equal 200 feet, said map being a part of this instrument, and subject also to a right of way for the main

transmission line of the Carolina Power and Light Company pole line which right of way line lies entirely within aforementioned highway right of way.

SECOND TRACT: BEGINNING at a concrete monument in the western line of the Armour Fertilizer Company tract (10.0 feet southwardly from the center line of a spur track which leads from the Atlantic Coast Line Railroad passing track to the Armour Fertilizer Plant), said point being also South 0 deg. 10 min. West 134.0 feet from a railroad spike driven in the center line of the pavement of the State Highway which follows (in general) the A. C. L. Railroad at this point; running thence from said beginning point and along the western line of the Armour Fertilizer Company Tract South 0 degrees 10 min. West 48.1 feet to an iron pipe, the terminus of the 6th call (South 76 deg. 32 min. East 401.4 feet) of the 252 acre tract of the American Creosoting Company and formerly Gulf States Creosoting Company tract; running thence along said line North 76 degrees 32 min. West 401.4 feet to an old iron rail the terminus of the 5th call of said 252 acre tract (South 3 deg. 08 min. East 319 .1 feet); running thence along said line and beyond North 3 deg. 08 min. West 324.9 feet to a point which is 10.0 feet southwardly from the center line of the aforementioned Spur Track which leads to The Armour Fertilizer Company Plant; running thence eastwardly and 10.0 feet southwardly of the center line of said Spur Track to the point of beginning, said last point being the following courses and distances for the preceding point; North 86 degrees 46 min. West 26.2 feet, North 85 deg. 00 min. West 100.0 feet, North 79 deg. 37 min; West 50.0 feet and North 77 deg. 52 min. West 239.5 feet, containing 2.9 acres more or less.

Utility Easement Area



EXHIBIT C

Utility System Plans

Installation of the Utility System shall include the following tasks:

- Removal of existing chain link fence during construction and re-installation of fence upon completion of the work. If the fence is damaged as a result of construction, it will be replaced by the County in-kind with new fence.
- Clearing and grubbing of the Utility Easement Area within a 30' wide limit of disturbance for approximately 2,500 linear feet approximately from Brooklyn St. to the bore and jack crossing near the intersection of Old Mill Rd. and Navassa Rd.
- Connection to the existing force main approximately 725 linear feet north of the center of Sturgeon Creek.
- Installation of approximately 1,300 linear feet of horizontally directionally drilled 18" HDPE force main beginning from the connection point north of Sturgeon Creek and ending approximately 100 linear feet north of Brooklyn St.
- Open cut installation of approximately 2,500 linear feet of 18" C-900 PVC or HDPE force main to be returned back to original grade and cover.
- 20'x40' bore entry pit for trenchless installation of force main to cross Cedar Hill Rd. near the intersection with Old Mill Rd.
- Installation of force main approximately 10' east of right-of-way line within Utility Easement Area.
- Force main corridor will be seeded upon completion of the installation of the force main.
- No trees or bushes shall be planted, nor shall any other structures be constructed within, the Utility Easement Area.
- Subject to the prior notice requirement described in Section 1 (unless inapplicable due to an emergency situation), the County may perform mowing to prevent the growth of trees within the Utility Easement Area.
- Subject to the prior notice requirement described in Section 1 (unless inapplicable due to an emergency situation), access gates shall allow the County 24/7 access to any portion of the Utility Easement Area that is fenced.

RELEASE, WAIVER AND INDEMNITY

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby RELEASES, WAIVES, DISCHARGES, FOREVER PROMISES AND COVENANTS NOT TO SUE, the Multistate Environmental Response Trust (the "Multistate Trust"), Greenfield Environmental Multistate Trust LLC (both in its individual capacity and in its representative capacity as Trustee of the Multistate Trust), Greenfield Environmental Trust Group, Inc. (and each of their respective officers, directors, shareholders, partners, employees, members, agents and representatives), the United States of America and the State in which the Property (as defined hereafter) is located (and their respective agencies and departments), and the respective officers, directors, shareholders, partners, employees, members, agents, representatives, successors, and assigns of each of them (hereinafter, collectively referred to as "RELEASEES") from and against any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the undersigned, or any of the property belonging to the undersigned, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while the undersigned is on or in any property (including, without limitation, vehicles, buildings and other improvements) owned or used by or for the benefit of the Multistate Trust (collectively, the "Property"), or while the undersigned is engaging in any activity or participating in any event on any portion of the Property.

The undersigned is fully aware that the Property may contain buildings, structures, vehicles and equipment, visible and latent defects, and hazardous waste and materials that may each present a serious risk of harm to the undersigned and others. The undersigned understands the unusual risks involved and hazards connected with the Property and activities related thereto or performed by the undersigned or others in connection therewith. The undersigned hereby elects to voluntarily perform said activities with full knowledge that said activities may be hazardous to the undersigned and the undersigned's property. THE UNDERSIGNED VOLUNTARILY ASSUMES FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by the undersigned, or any loss or damage of property owned by the undersigned, as a result of performing such activities and/or of being on or in the Property, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

The undersigned further hereby AGREES TO, DEFEND, INDEMNIFY AND HOLD HARMLESS the RELEASEES from and against any and all losses, liabilities, damages and costs, including court costs and reasonable attorneys' fees, that they may individually or collectively incur due to the undersigned's activities with respect to the Property, any person authorized to use all or some of the Property, the Multistate Trust and/or any event on the Property, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES, the undersigned's negligence, or otherwise. The undersigned understands and agrees that the undersigned will look solely to the insurance policy, if any, maintained by the undersigned (but not to RELEASEES or any policy maintained by them).

If this instrument is signed by an individual, it is my express intent that this Release, Waiver and Indemnity shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE of all and each of the above-named RELEASEES. The undersigned further agrees that this Release, Waiver and Indemnity shall be construed in accordance with the laws of the State in which the Property is located.

IN SIGNING THIS INSTRUMENT, THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT the undersigned has read the foregoing Release, Waiver and Indemnity, understands it and sign it voluntarily as the undersigned's own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; if an individual, I am at least eighteen (18) years of age and fully competent; and the undersigned executes this Release, Waiver and Indemnity for full, adequate and complete consideration fully intending to be bound by same.

BRUNSWICK COUNTY

DocuSigned by:



By:

Name: Frank Williams

Title: Chairman, Board of Commissioners

Date: June 17, 2012

ATTEST:

DocuSigned by:



Andrea White
Clerk to the Board

APPROVED AS TO FORM

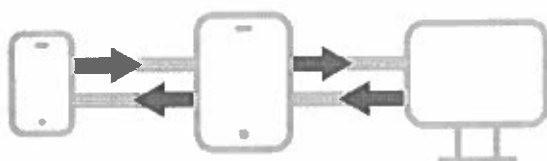


Bryan W. Batton, Assistant County Attorney

Backflow Management

A game changer for drinking water protection

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Say goodbye to paper forms, file cabinets, and hours of manual data entry.

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Seamless and fully automated updates every quarter.

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In-transit and at-rest encryption keep your data safe and accessible at all times.

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Comprehensive cybersecurity from Google Cloud Services keeps your most sensitive data secure.



Why SwiftComply

We offer the best of both worlds: a user-friendly, modern solution backed by 30 years of backflow management experience.

**Work Change Directive
Brunswick County**

Date: 09/20/21 Time: 11:30 a.m./p.m. Project Name: NEB FM - Contract II - East
Designer: McKim & Creed Contractor: TA Loving Co.
Designer Rep: Sean Kenyon, PE Contractor Rep: Jason Hill

Directive: Contractor to obtain HAZWOPER training for crew that will be accessing Greenfield Site.

Reason for Change:

Per the executed easement agreement between Brunswick County and Greenfield Multistate Trust, the Contractor is required to obtain HAZWOPER training for all crew that will be in direct contact with potentially contaminated soils.

The preceding directive requires the following actions by the Contractor before 09/20/21 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed \$ 112,763.69.

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
-------------	---------------------------	-------------------	-----------------------

The total change to the Time of Completion shall be an increase/decrease of _____ days.


DESIGNER:

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project or by _____ (date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:


Contractor


9.27.21

Date


Designer

09-20-21

Date


Owner

9.27.21

Date

Original Designer

Yellow Contractor

Pink Owner

**Change Proposal
Brunswick County**

Date: 1.25.21
Designer: McKim & Creed
Designer Rep: Sean Kenyon

Project Name: NE Brunswick FM Contract II
Contractor: TA Loving
Contractor Rep: Jason Hill

The Contractor recommends the following change to the project with associated changes to the Time of Completion and/or total project cost:

Hazwoper Training required to access the Greenfield Trust Site. = \$112,763.69
Additional Time required = 234 Days

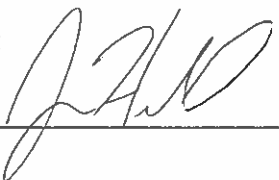
Original Contract Completion = 5/18/20
Insurance CO requested days = 113 days
Hazwoper CO requested days = 234 days
New Contract Completion = 4/30/21

This change will: (ADD) SUBTRACT NOT CHANGE (circle as appropriate) the total project cost by \$ 112,763.69.

The total change to the Time of Completion shall be an: (INCREASE) DECREASE (circle as appropriate) of 234 days.

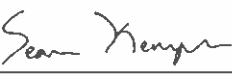
A breakdown of the proposed work is attached. No work shall be commenced until authorized by the Owner. All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents.

SIGNATURES:


Contractor

1.25.21
Date

Designer's Action: ☒ Recommend ☐ Do Not Recommend
☐ Recommend with the following changes


Designer

2/8/21
Date



T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal
Request
No. 1

CHANGE ORDER PROPOSAL

Project Name:	NE Brunswick FM Contract II	Project No.	4110
Location:	Navassa	Date	10.23.20
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim & Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____ Other: _____

Description: Hazwoper Training Costs

1 LABOR (See attached itemized breakdown)		\$13,240.00
2 MATERIALS (See attached itemized breakdown)		\$0.00
3 EQUIPMENT/OTHER (See attached itemized breakdown)		\$78,437.80
4 TIME EXTENSION FIELD COSTS**	165 DAYS @ \$0.00 PER DAY	\$0.00
5 SUB-TOTAL DIRECT WORK		\$91,677.80
6 OVERHEAD & PROFIT ON DIRECT WORK	20%	\$18,335.56
7 TOTAL DIRECT WORK		\$110,013.36

SUBCONTRACTORS

NAME

DESCRIPTION

INVOICE/PROPOSAL DATE

8 SUB-TOTAL SUBCONTRACTOR WORK		\$0.00
9 OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	20%	\$0.00
10 TOTAL SUBCONTRACTOR WORK		\$0.00
11 SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		\$110,013.36
12 BOND & INSURANCE	2.50% of subtotal # 11	\$2,750.33
13 TOTAL CHANGE PROPOSAL REQUEST		\$112,763.69

Reviewed By _____ Date _____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By
T. A. Loving Company

Date _____

Date _____

Date _____



T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919

Change Proposal
Request
No.: _____

1

919-734-8400 (phone) 919-736-2148 (fax)

WORKSHEET SUMMARY

	Quantity	Rate	Unit	
MATERIAL COST				
A. Material (From take off worksheet)				\$0.00
B. Miscellaneous/Waste material		0.00%	of A	\$0.00
C. Freight				\$0.00
D. SUBTOTAL				\$0.00
E. Sales Tax		6.75%	of D	\$0.00
F. TOTAL MATERIAL				\$0.00
LABOR COST				
A. Labor (From takeoff worksheet)				\$13,240.00
B. Small Tools		0.00%	of Labor	\$0.00
C. Clean-up		0.00%	of Labor	\$0.00
D. Safety		0.00%	of Labor	\$0.00
E. Safety Training		0.00%	of Labor	\$0.00
F. Reproduction Costs				\$0.00
G. As-Built Drawings	0	\$73.00	HR	\$0.00
H. Testing		0.00%	of Labor	\$0.00
I. Warranty Work		0.00%	of Labor	\$0.00
J. Punch List		0.00%	of Labor	\$0.00
J. TOTAL LABOR				\$13,240.00
EQUIPMENT/OTHER				
A. Equipment (From take off worksheet)				\$23,032.00
B. Equipment Fuel Surcharge		0%	of Equipment	\$0.00
C. Equipment Repairs		0%	of Equipment	\$0.00
D. Equipment Yard Work		0.00%	of Equipment	\$0.00
E. Assigned Equipment		0%	of Equipment	\$0.00
F. Other (From take off worksheet)				\$55,405.80
E. TOTAL EQUIPMENT/OTHER				\$78,437.80



T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal
Request
No.: 1

TAKE OFF WORKSHEET

ITEM	DESCRIPTION	QTY.	UNIT	MATERIAL		LABOR		EQUIPMENT		OTHER	
				UNIT COST	TOTAL COST	LABOR RATE	TOTAL COST	UNIT COST	TOTAL COST	UNIT	TOTAL COST
Hazwoper Training											
Training Costs											
	Projector/Screen	5	DY							\$50.00	250.00
	Computer	5	DY							\$50.00	250.00
	HDD Crew	9	EA							\$650.00	5,850.00
	TALCO Superintendent	1	EA							\$650.00	650.00
	Brunswick County Representative	1	EA							\$650.00	650.00
	Faciliator	5	DY							\$250.00	1,250.00
	Breakfast	5	DY							\$165.00	825.00
	Drinks/Snacks	5	DY							\$91.66	458.30
	Lunch	5	DY							\$192.50	962.50
	Dinner	5	DY							\$338.00	1,690.00
	Hotel	11	EA							\$720.00	7,920.00
Downtime											
	HDD Crew Labor (cost per day = \$3850)	9	EA							\$3,850.00	34,650.00
	HDD - Lost profit	1	LS					\$22,000.00	\$22,000.00		
	Superintendent	80	HR			\$116.00	\$9,280.00				
	Pickup Truck (1/2 T)	1	WK					\$1,032.00	\$1,032.00		
	Project Manager	20	HR			\$198.00	\$3,960.00				
				\$0.00			\$13,240.00		\$23,032.00		\$55,405.80



T. A. Loving Company
400 Patetown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal
Request
No.: 1

TIME ANALYSIS

SCHEDULE IMPACT NARRATIVE:

Original Contract End Date - 5/18/20
Current Hazwoper Training Completion - 10/30/20
Total Days - 165 Days

TOTAL DAYS 165

**Work Change Directive
Brunswick County**

Date: 07/01/21 Time: 1:00 a.m./p.m. Project Name: NEB FM - Contract II - East
Designer: McKim & Creed Contractor: TA Loving Co.
Designer Rep: Sean Kenyon, PE Contractor Rep: Jason Hill

Directive: Contractor to grind all remaining stumps within the easement on the Greenfield Multi-state Trust Property.

Reason for Change:

Brunswick County requested the work to be completed to help make future maintenance easier and alleviate complaints received over the appearance of the current easement.

The preceding directive requires the following actions by the Contractor before 07/15/21 (Date):

CONTRACTOR:

The total lump sum cost for the change noted above shall not exceed \$ 7,800.00.

OR

The estimated quantities, maximum unit prices, and maximum extended prices for each item are as follows:

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
-------------	---------------------------	-------------------	-----------------------

The total change to the Time of Completion shall be an increase/decrease of 10 days.

DESIGNER:

The work change noted above is in the best interests of the owner. The price and Contract Time adjustment have been evaluated and are reasonable. The changes will be effected by a final adjusting change order at the close of the project or by _____ (date), whichever is sooner.

OWNER:

The Owner agrees to the change as being in the Owner's best interest.

SIGNATURES:

Contractor

Designer

Owner

Original Designer

Yellow Contractor

Date

07/01/21

Date

Date

Pink Owner

**Change Proposal
Brunswick County**

Date: 6/30/21

Project Name: NE Brunswick FM Contract II

Designer: McKim & Creed

Contractor: TA Loving

Designer Rep: Sean Kenyon

Contractor Rep: Jason Hill

The Contractor recommends the following change to the project with associated changes to the Time of Completion and/or total project cost:

Grind large stumps on the Greenfield site that were left on the easement per Brunswick County direction.

This change will: ADD SUBTRACT NOT CHANGE (circle as appropriate) the total project cost by \$ \$7,800.00.

The total change to the Time of Completion shall be an: INCREASE DECREASE (circle as appropriate) of 10 days.

A breakdown of the proposed work is attached. No work shall be commenced until authorized by the Owner. All work shall be in accordance with the terms, stipulations, and conditions of the Contract Documents.

SIGNATURES:



Contractor

6/30/21

Date

Designer's Action: ☒ Recommend ☐ Do Not Recommend
☐ Recommend with the following changes



Designer

06/30/21

Date

TA LOVING

T. A. Loving Company
400 Pateltown Road P.O. Drawer 919
Goldsboro NC 27533-0919
919-734-8400 (phone) 919-736-2148 (fax)

Change Proposal
Request
No.: 1

CHANGE ORDER PROPOSAL

Project Name:	NE Brunswick FM Contract II	Project No.	4110
Location:	Navassa	Date	6.30.21
Owner:	Brunswick County	Drawing No.	
Engineer:	McKim & Creed	Spec. Section	

Reference: RFP No.: _____ Work Directive No.: _____ Field Order No.: _____ Other: _____

Description: Grind stumps that were left on the ground at the Greenfield site.

1. LABOR (See attached itemized breakdown)		\$0.00
2. MATERIALS (See attached itemized breakdown)		\$0.00
3. EQUIPMENT/OTHER (See attached itemized breakdown)		\$0.00
4. TIME EXTENSION FIELD COSTS**	10 DAYS @ \$0.00 PER DAY	\$0.00
5. SUB-TOTAL DIRECT WORK		\$0.00
6. OVERHEAD & PROFIT ON DIRECT WORK	20%	\$0.00
7. TOTAL DIRECT WORK		\$0.00

SUBCONTRACTORS

NAME	DESCRIPTION	INVOICE/PROPOSAL DATE	
Evergreen	Stump Grinding at Greenfield	6.23.21	\$8,500.00

8. SUB-TOTAL SUBCONTRACTOR WORK:		\$6,500.00
9. OVERHEAD & PROFIT ON SUBCONTRACTOR WORK	20%	\$1,300.00
10. TOTAL SUBCONTRACTOR WORK		\$7,800.00
11. SUB-TOTAL DIRECT AND SUBCONTRACTOR WORK		\$7,800.00
12. BOND & INSURANCE: 2.50% of subtotal # 11		\$0.00
13. TOTAL CHANGE PROPOSAL REQUEST		\$7,800.00

Reviewed By: _____ Date: _____

** Schedule impact indeterminate at this time. The contractor reserves its rights to a time extension and extended field costs due to the cumulative effect of changes.

Accepted By:
T. A. Loving Company

Date: _____

Date: _____

Date: _____

Request for Payment
Brunswick County

Project Name: NE Brunswick Reg. WW System FM Imp. CN 2 - East

Period: From 6/26/2021 **to** 8/25/2021
(1st day of month to last day of month)

Designer: McKim & Creed

Contractor: T.A. Loving Co.

Contract Value as Awarded: \$3,025,000.00
Time of Completion as Awarded: 190 Days
Date of Completion as Awarded: 5/16/2020

CHANGE ORDERS:	Amount	Days
#1	-202,220.17	
#2		
#3		
#4		

Total Change Orders: -202,220.17
Adjusted Contract Value: \$2,822,779.83 443

PREVIOUS PAYMENTS AUTHORIZED

Req.	Payment Authorized	Req.	Payment Authorized
#1	\$ <u>152,371.45</u>	#9	\$ <u>33,189.58</u>
#2	\$ <u>258,498.80</u>	#10	\$ <u>62,506.09</u>
#3	\$ <u>663,369.99</u>	#11	\$ <u>82,832.88</u>
#4	\$ <u>225,678.17</u>	#12	\$ <u>439,956.20</u>
#5	\$ <u>190,975.80</u>	#13	\$ <u>193,906.28</u>
#6	\$ <u>17,695.40</u>	#14	\$ <u>129,960.00</u>
#7	\$ <u>58,064.79</u>	#15	\$ <u>166,076.00</u> 30,965.2
#8	\$ <u>77,134.65</u>	#16	

The undersigned Contractor certifies that 1) all previous progress payments received from Owner on account of work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interests, or encumbrances); 3) all Work covered by this Request for Payment is in accordance with the Contract Documents and is not defective; and 4) that, to the best of his knowledge, the estimate is correct, due, and unpaid.

Certified By: [Signature] 9/29/2021
Contractor-T.A. Loving Company Date

Reviewed By: [Signature] 10-25-21
Resident Project Representative Date

Reviewed By: [Signature] 10/6/21
Designer Date

Approved By: _____
Brunswick County Date

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

Julie A. Miller, Finance Officer
Brunswick County, North Carolina

Total Value of Completed Work	=	\$2,822,779.83
5% Retained	=	\$0.00
95% of Material on Hand	=	\$0.00
Liquidated Damages		
_____ Days _____ /Day	=	\$0.00
Net Total	=	\$2,822,779.83
Previous Payments	=	\$2,567,105.33
Total Due This Payment Update	=	\$255,674.50

To Be Completed by Designer:

Record Drawings are complete & Up to Date:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Monthly Rain Day Record Submitted:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Erosion Control Documentation Submitted:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MBE Document for Contract Payments Submitted:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Updated Schedule Submitted:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Tax Statement & Certification Submitted:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Status Report Submitted:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

OWNER: BRUNSWICK COUNTY

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT NO.: 16 - final

PROJECT: NE Brunswick Regional WW System FM Imp - Contract 2- East 18"
TALCO PROJECT NO.: 4110

FOR THE PERIOD: 8/26/21 - 8/25/21

CONTRACTOR'S NAME & ADDRESS: T. A. LOVING COMPANY, P.O. BOX 919, GOLDSBORO, NC 27530

ORIGINAL CONTRACT PRICE: \$3,025,000.00

ITEM NO.	DESCRIPTION	NO. OF UNITS	UNIT	UNIT PRICE	ESTIMATED COST	THIS PERIOD		TOTAL TO DATE	
						NO OF UNITS	AMOUNT	NO OF UNITS	AMOUNT
Lump Sum SOV									
	Mobilization (includes Bond & Insurance)	1	LS	\$60,500.00	\$60,500.00			100%	60,500.00
	General Conditions	1	LS	\$132,000.00	\$132,000.00			100%	132,000.00
	Construction Staking / Survey	1	LS	\$40,000.00	\$40,000.00			100%	40,000.00
	Clearing and Grubbing	1	LS	\$104,260.00	\$104,260.00			100%	104,260.00
	Erosion Control	1	LS	\$60,000.00	\$60,000.00			100%	60,000.00
	Connect to Existing 18" Force Main (Sheet C-14)	1	LS	\$8,500.00	\$8,500.00			100%	8,500.00
	18" PVC Force Main	6,748	LF	\$80.00	\$539,840.00			6748	539,840.00
	18" DIP Force Main	180	LF	\$155.00	\$27,900.00			180	27,900.00
	24" HDPE DR9 Force Main (Open Cut)	2,415	LF	\$150.00	\$362,250.00			2415.00	362,250.00
	30" Steel Casing Bore & Jack w/ 18" Force Main Corner Pipe	345	LF	\$750.00	\$258,750.00			345	258,750.00
	Horizontal Directional Drill, 24" HDPE (STA 10+00 to STA 23+50), Navassa Road	1	LS	\$675,000.00	\$675,000.00			100%	675,000.00
	Horizontal Directional Drill, 18" FPVC (STA 103+50 to STA 106+25)	1	LS	\$75,000.00	\$75,000.00			1	75,000.00
	Air Release Valve Assembly	8	EA	\$6,250.00	\$50,000.00			8	50,000.00
	18" Plug Valve Assembly	7	EA	\$8,000.00	\$56,000.00			7	56,000.00
	18" Testing, Cleanup & Seeding	11,500	LF	\$3.50	\$40,250.00			11500	40,250.00
	Structural Bldgng for Existing CFPWA 30" PCCP Water Main Crossing	1	LS	\$70,000.00	\$70,000.00			100%	70,000.00
	Asphalt Roadway/Driveway Repair	160	SY	\$90.00	\$14,400.00			160.00	14,400.00
	Gravel Driveway Repair	150	SY	\$25.00	\$3,750.00			150	3,750.00
	Electrical Modifications at Rampage Pump Station	1	LS	\$70,000.00	\$70,000.00			1	70,000.00
Unit Price SOV									
	Change Order Allowance	1	LS	\$75,000.00	\$75,000.00		21,183.86	100.00%	75,000.00
	Testing Allowance	1	LS	\$25,000.00	\$25,000.00	1.00	25,000.00	100%	25,000.00
	Removal and Disposal of Contaminated Soils	800	CY	\$230.00	\$184,000.00	800.00	184,000.00	800.00	184,000.00
	Backfill of Contaminated Soil Areas	800	CY	\$19.50	\$15,600.00	800.00	15,600.00	800.00	15,600.00
	HDPE to PVC Transition (Complete)	10	EA	\$3,450.00	\$34,500.00	10.00	34,500.00	10.00	34,500.00
	Contaminated Soil Testing	5	EA	\$850.00	\$4,250.00	5.00	4,250.00	5.00	4,250.00
	Ductile Iron RJ Fittings	3,000	LB	\$5.25	\$15,750.00	3000.00	15,750.00	3000.00	15,750.00
	24-Inch DR9 HDPE	100	LF	\$175.00	\$17,500.00	100.00	17,500.00	100.00	17,500.00
	Removal and Replacement of Unsuitable Pipe Subgrade Materials	50	CY	\$100.00	\$5,000.00	50.00	5,000.00	50.00	5,000.00
					\$3,025,000.00		322,783.86		3,025,000.00

FACD									
	Change Order Allowance	-1	LS	\$13,383.86	-\$13,383.86	1	(13,383.86)	1	(13,383.86)
	Testing Allowance	-1	LS	\$25,000.00	-\$25,000.00	(1)	(25,000.00)	(1)	(25,000.00)
	Removal and Disposal of Contaminated Soils	-800	CY	\$230.00	-\$184,000.00	-800.00	(184,000.00)	-800.00	(184,000.00)
	Backfill of Contaminated Soil Areas	-800	CY	\$19.50	-\$15,600.00	-800.00	(15,600.00)	-800.00	(15,600.00)
	HDPE to PVC Transition (Complete)	-10	EA	\$3,450.00	-\$34,500.00	-10.00	(34,500.00)	-10	(34,500.00)
	Contaminated Soil Testing	-5	EA	\$850.00	-\$4,250.00	-5	(4,250.00)	-5	(4,250.00)
	Ductile Iron RJ Fittings	-3,000	LB	\$5.25	-\$15,750.00	-3,000.00	(15,750.00)	-3,000.00	(15,750.00)
	24-Inch DR9 HDPE	-100	LF	\$175.00	-\$17,500.00	-100.00	(17,500.00)	-100.00	(17,500.00)
	Removal and Replacement of Unsuitable Pipe Subgrade Materials	-50	CY	\$100.00	-\$5,000.00	-50.00	(5,000.00)	-50.00	(5,000.00)
	Hazwoper Certification training for Greenfield Site	1	LS	\$112,763.69	\$112,763.69	1.00	112,763.69	1	112,763.69
					-202,220.17		202,220.17		-202,220.17

ITEM NO	DESCRIPTION	NO. OF UNITS	UNIT	UNIT PRICE	ESTIMATED COST	THIS PERIOD		TOTAL TO DATE	
						NO OF UNITS	AMOUNT	NO OF UNITS	AMOUNT

TOTAL CONTRACT
PLUS STORED MATERIAL
SUBTOTAL
LESS RETAINAGE
SUBTOTAL
LESS PREVIOUS REQUESTS

TOTAL DUE THIS ESTIMATE

\$2,822,779.83

\$ 120,563.69

\$2,822,779.83

2,822,779.83

2,822,779.83

2,567,105.33

255,674.50

**BRUNSWICK COUNTY
TAX CERTIFICATION
COUNTY SALES AND USE TAX**

CONTRACTOR: TA Loving Company

PROJECT: 4110-Northeast Brunswick Regional Wastewater System Contract II

Page 1 of 2

FOR PERIOD: 7/31/2021

	TOTAL FOR COUNTY OF NEW HANOVER	TOTAL FOR COUNTY OF	TOTAL FOR COUNTY OF	TOTAL FOR COUNTY OF	TOTAL FOR COUNTY OF	TOTAL ALL COUNTIES
CONTRACTOR	19.28					19.28
SUBCONTRACTOR(S)						
COUNTY TOTAL	19.28	0	0	0	0	19.28

* Attach subcontractor(s) report(s)

NOTE: Totals above must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools, and equipment which were used to perform this Contract and only includes those building materials, supplies, fixtures, and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the 24th day of August, 2021.

Mary Harper
Notary Public

My Commission Expires: January 6, 2026

Seal



E. Taylor Jeffreys
Signed

E. Taylor Jeffreys
Print or Type Name of Above

Note: This certified statement may be subject to audit

Page 2 of 2

SUBCONTRACTOR: N/A

FOR PERIOD: 7/31/21

PROJECT: 4110-Northeast Brunswick Regional Wastewater System Contract II

PURCHASE DATE	VENDOR NAME	INVOICE NUMBER	TYPE OF PROPERTY	INVOICE TOTAL	COUNTY TAX PAID	COUNTY OF SALE*
7/13/2021	Farmer's Supply	136979	Excelsior 4x150	42.75	0.90	New Hanover
7/23/2021	Farmer's Supply	138608	Coastlawn Grass Mix	704.95	14.82	New Hanover
7/23/2021	Farmer's Supply	138652	Excelsior 8x150	169.06	3.56	New Hanover
			TOTALS	916.76	19.28 ✓	

* If this is an out-of-state vendor, the County of Sale should be the county to which the merchandise was shipped.

Minority Business Enterprise (MBE) Documentation for Contract Payments
Brunswick County

Project Name: NE Brunswick Reg. WW Sys FM Period: From 6/30/2021 to 8/31/2021.
Impvts. – Contract 2 - East (1st day of month to last day of month)
Designer: McKim & Creed Contractor: T.A. Loving Company.

The following is a list of payments made to Minority Business Enterprises on this project for the above-mentioned period.

MBE FIRM NAME	* INDICATE TYPE OF MBE	AMOUNT PAID THIS MONTH	TOTAL PAYMENTS TO DATE	TOTAL AMOUNT COMMITTED
N/A				

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Social and Economically Disadvantage (D)

Date: 09/14/2021 Approved/Certified By: Dawn D. Eason
(Contractor) Name

Project Coordinator
Title

Dawn D. Eason
Signature

CONTRACTOR TO SUBMIT WITH EACH REQUEST FOR PAYMENT & REQUEST FOR FINAL PAYMENT

*Contractor's Affidavit of Release of Liens
Brunswick County*

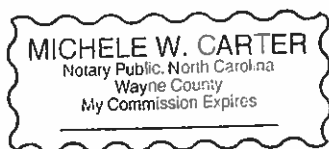
State of North Carolina

County of Wayne

T.C. Edmondson III, PE, Co-President
(Name) (Title)

of T. A. Loving Company, being first duly sworn, deposes and says that:

1. The undersigned is authorized to execute this Affidavit, Release, and Waiver of Claim on behalf of the Contractor and has personal knowledge of all facts set forth herein;
2. This Affidavit, Release, and Waiver of Claim is made concerning the construction of the following project NE Regional Brunswick VWW System FM Impv-Cont 2 - East;
3. All payrolls, material bills, sales tax, social security, state and federal unemployment insurance, and all other liabilities and taxes owed by the Contractor and arising in any manner from the above-described Project have been paid in full;
4. No claim or lien exists in favor of any supplier of materials or labor or in favor of any Subcontractor furnishing materials or labor on the above-described Project;
5. Notwithstanding the foregoing, if the Owner or property of the Owner is subjected to any claim or lien which arises in any manner from the failure of the Contractor to pay any liability described above, the Contractor will indemnify and hold the Owner harmless for any amount which the Owner is required to pay to discharge such lien or settle such claim and further will pay the Owner's expenses, costs, and attorney fees incurred in connection therewith;
6. All claims, suits, and proceedings of every name, description, or nature as arising out of the Project against the Owner, its officers, employees, and agents have been settled;
7. The Contractor releases and waives any and all claims of every type and description which the Contractor may have against the Owner arising in any manner from the construction of the above-described Project.



Sworn to and subscribed before me this the

10 day of September, 2021.

Michele W. Carter
Notary Public

My Commission expires: 07/23/2023

T. A. Loving Company
T.C. Edmondson III, PE
Title Co-President
Date 09/10/2021



Travelers Bond and Financial
Products
4505 Emperor Blvd., Ste. 210
Durham, NC 27703

September 14, 2021

Brunswick County
30 Government Center Drive NE
Bolivia, NC 28422

Re: T. A. Loving Company
Bond No. 107094592
NE Brunswick Regional Wastewater System Force Main Improvements
Contract II - East

Final Contract Value: \$2,822,779.83

Gentlemen:

Please accept this letter as evidence of our consent, as Surety, to payment of all monies due T. A. Loving Company for the referenced project.

Yours very truly,

TRAVELERS

By: Dawn D. Eason, Attorney-In-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dawn D Eason** of **Matthews North Carolina**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

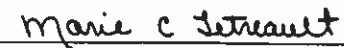
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14** day of **September**, **2021**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.