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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**SPECIAL AGENDA SESSION**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE - ROOM 564**  
**MARCH 14, 2019**  
**8:30 AM**

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1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES
  - A. Approval of February 7, 2019 Agenda Session Regular Meeting Minutes
3. PRESENTATIONS
  - A. Gray's Creek Phase I Citizen Survey Results
4. CONSIDERATION OF AGENDA ITEMS
  - A. Health Insurance Plan for Fiscal Year 2020 Presented by Chernoff Diamond
  - B. Draft Performing Arts Center (PAC) Feasibility Study Request for Proposal (RFP) and Proposed Timeline
  - C. Request to Establish a Management Fellow Position for Recruitment Purposes and Associated Budget Ordinance Amendment #190193
  - D. Bid Exception on Contract for Sheriff's Office Uniforms Under G.S. § 143-129
  - E. Bid Award for County-Wide Temporary Services Contracts
  - F. Resolution to Authorize Use of Electronic Advertisement for Contracts Subject to G.S. § 143-129
  - G. Cost Allocation Options for 9-1-1 Co-Location Lease with City of Fayetteville
  - H. Request for Qualifications for Architectural/Engineering Services for Renovations to 500 Executive Place
  - I. Community Development Consolidated Plan Request for Proposal (RFP)
  - J. Update on the Proposed Mt. Vernon Estates Watershed Improvement Project
  - K. Process by Which the City of Fayetteville May Exercise Extraterritorial Jurisdiction within the Unincorporated Area Known as Shaw
  - L. Request from City of Fayetteville for County to Donate a Parcel for City to Develop a Senior Center
  - M. Contract for Crown Coliseum Ice System Replacement Project and Associated Budget Ordinance Amendment
  - N. Request From NCDOT For Permanent Right Of Way And Easements For I-295

Fayetteville Outer Loop Project

5. OTHER ITEMS

6. MONTHLY REPORTS

- A. Community Development Block Grant-Disaster Recovery (CDBG-DR) Update
- B. Project Updates
- C. Financial Report
- D. Health Insurance Update

7. CLOSED SESSION:

- A. Attorney-Client Matter(s) Pursuant to NCGS 143.318.11(a)(3)

**ADJOURN**

**AGENDA SESSION MEETINGS:**

**April 4, 2019 (Thursday) 8:30 A.M.**

**May 2, 2019 (Thursday) 8:30 A.M.**



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR**

**DATE: 2/25/2019**

**SUBJECT: GRAY'S CREEK PHASE I CITIZEN SURVEY RESULTS**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR**

#### **BACKGROUND**

At the January 3, 2019, Board of Commissioners' Meeting, the Board instructed staff to move forward with seeking input from the residents of the Gray's Creek Water & Sewer District regarding their desire to have a public water system and gauge their interest in connecting to a public water system. A letter and survey were mailed to the property owners in the Phase I scenario on January 10, 2019 to see what their interest would be in extending water to that area. Survey results were due back on January 31, 2019.

650 surveys were mailed representing 851 total parcels in the Phase I scenario which includes property owners that own multiple parcels. There were 323 surveys returned to the County. Some respondents did not answer all the questions in each survey. Therefore, the total responses for certain questions on the charts below may vary from chart to chart.

The following are the questions and results of the survey:

Is the property:

- Owner-Occupied
  - Rental Unit
  - Vacant
-

Property Status	
Owner-Occupied	278
Rental Unit	11
Vacant	30

Option that they would prefer the County to take regarding the extension of water to your community:

- Explore funding opportunities to construct a public water system
- Nothing
- Other

Funding Choices	
Explore funding	303
Nothing	87
Other*	12

*\*It was noted by the residents that Chemours should pay for public water to be extended.*

If water lines are extended to the community, would you connect to the water system?

- Yes
- No

Connect to Waterline	
Yes	207
No	85
Undecided	28

## **RECOMMENDATION / PROPOSED ACTION**

No action is necessary. The purpose of this item is to provide the Board of Commissioners the results of the citizen survey that was sent to the property owners within the Phase I project that has been identified in the Gray's Creek Water & Sewer District.

## **ATTACHMENTS:**

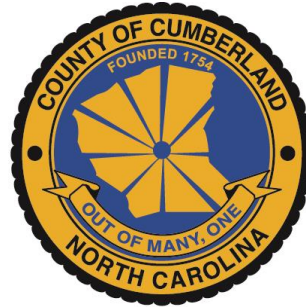
Description

Presentation

Type

Backup Material





**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**Agenda Session Meeting**  
**Gray's Creek Water & Sewer District**  
*March 14, 2019*

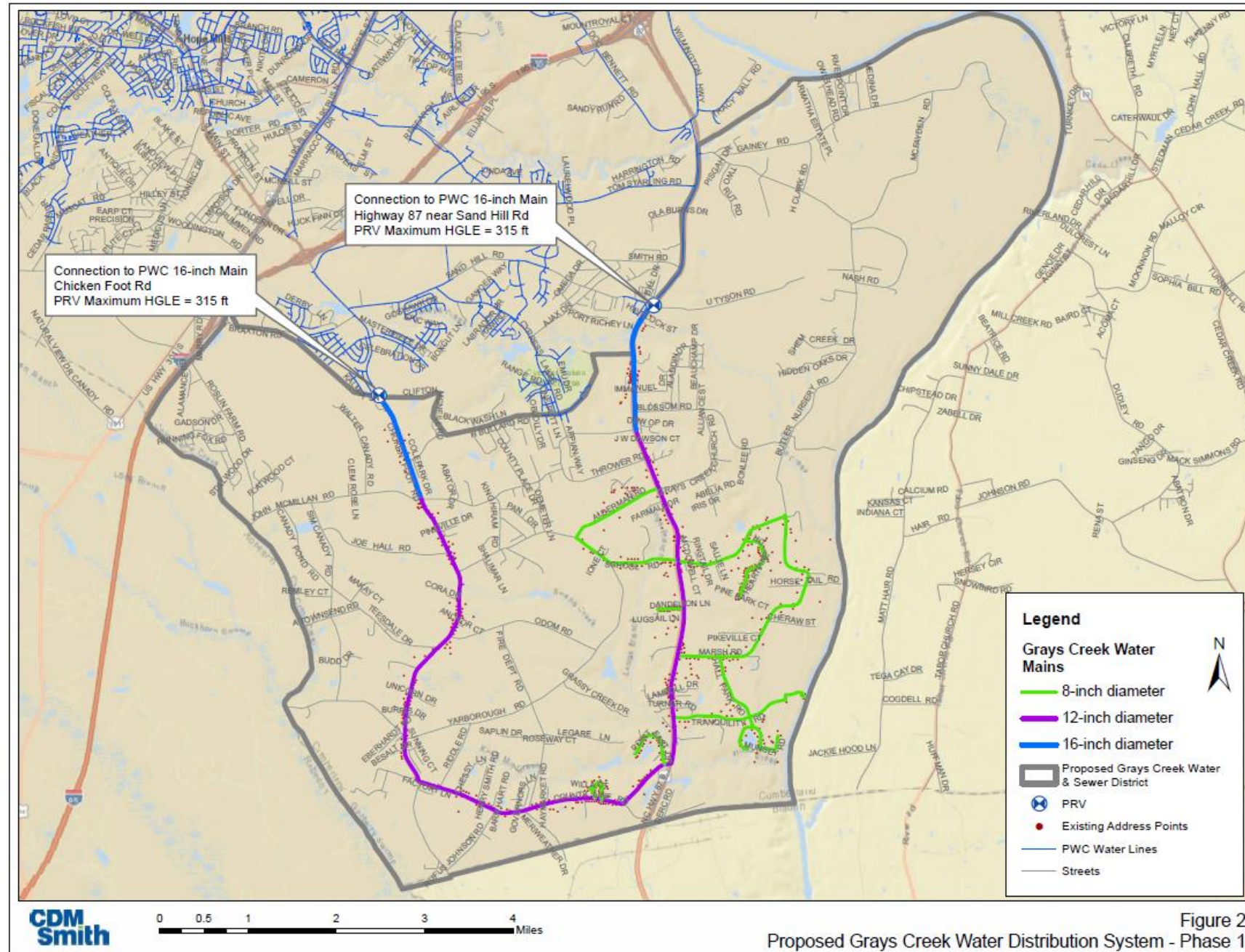
# Survey Information

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- Surveys mailed out January 10, 2019
- Survey results due back on January 31, 2019
- There are 851 total parcels in Phase 1, with 650 surveys mailed out.
- There were 323 surveys completed and returned.

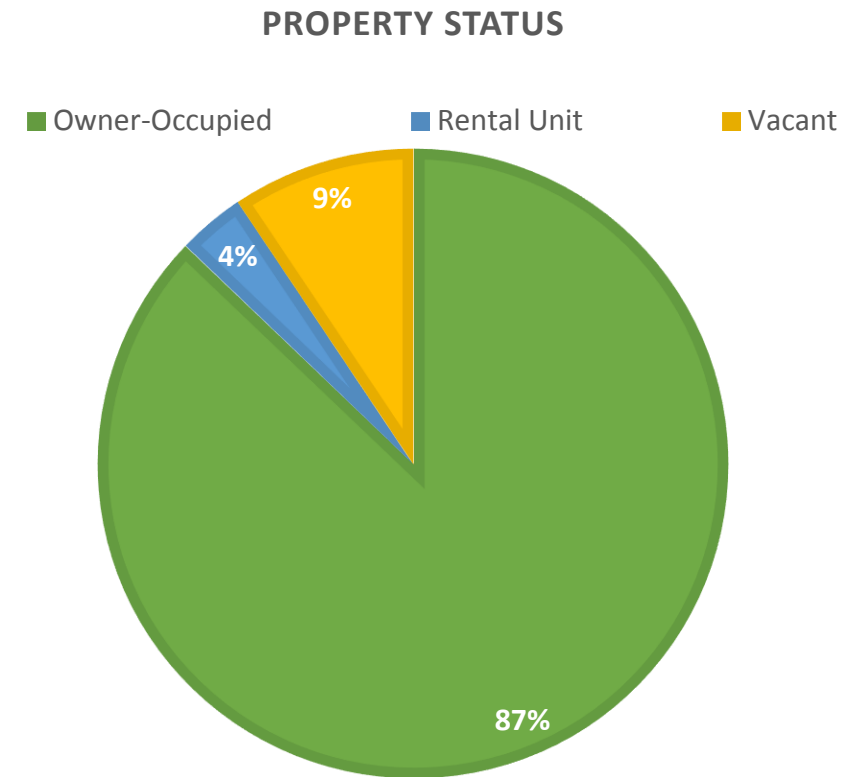


# Gray's Creek District Phase 1 – Wells Exceeding Health Goal Served



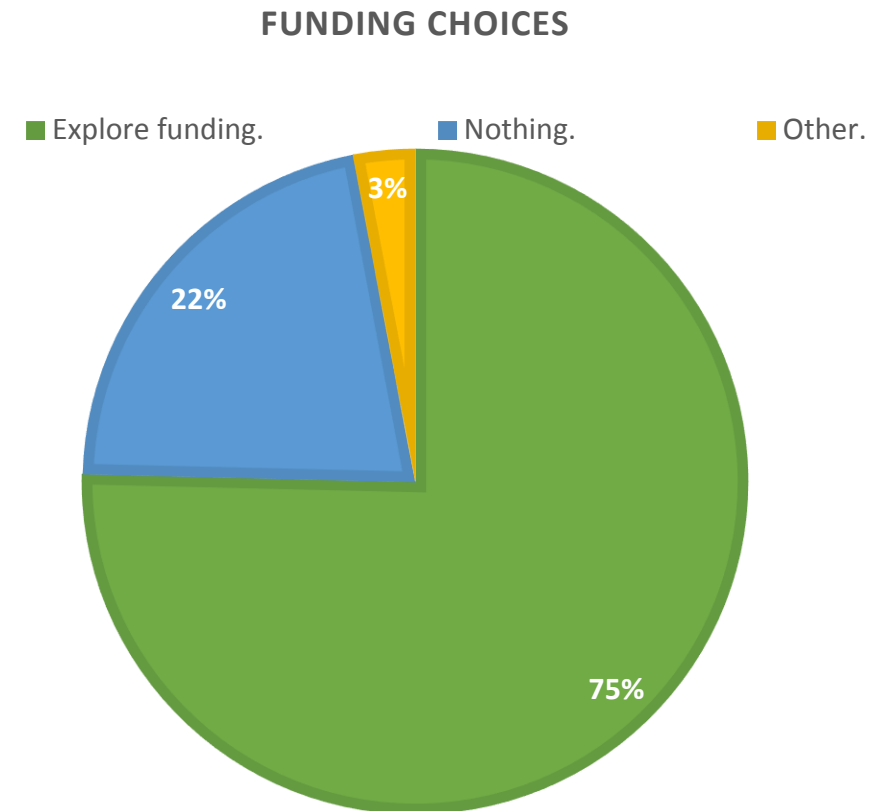
# Survey Results – Property Status

Property Status	
Owner-Occupied	278
Rental Unit	11
Vacant	30



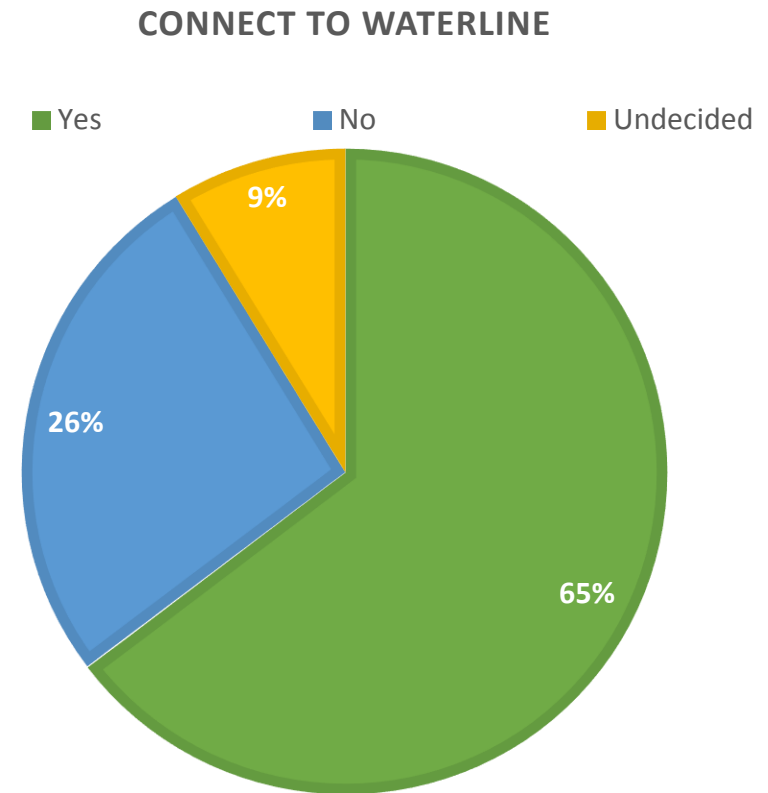
# Survey Results – Funding Options

Funding Choices	
Explore funding.	303
Nothing.	87
Other.	12



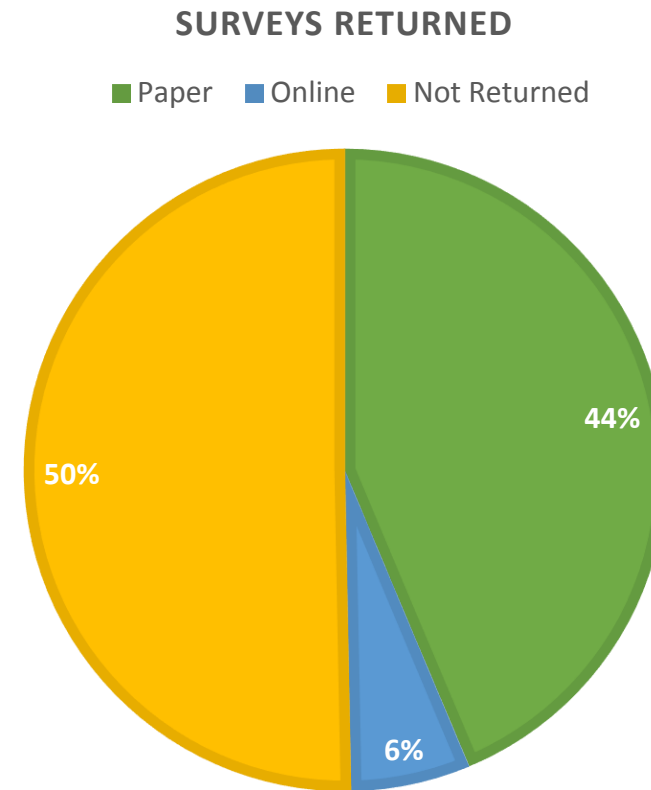
# Survey Results – Connect to the System

Connect to Waterline	
Yes	207
No	85
Undecided	28

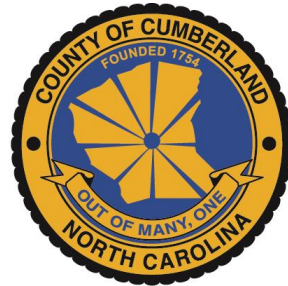


# Survey Results – Surveys Returned

Surveys Returned	
Paper	284
Online	39
Not Returned	327



# Questions?



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**GENERAL MANAGER FINANCIAL SERVICES**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 3/8/2019**

**SUBJECT: HEALTH INSURANCE PLAN FOR FISCAL YEAR 2020 PRESENTED BY  
CHERNOFF DIAMOND**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): KEVIN QUINN, CHERNOFF DIAMOND**

**BACKGROUND**

Kevin Quinn of Chernoff Diamond will present health insurance renewal options for the plan year beginning July 1, 2019. The Board is requested to consider the options and provide consensus to allow for the chosen options to be incorporated into the fiscal year 2020 budget process.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommend forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the March 18, 2019 Regular meeting with the following action:

Approve the selected renewal options as presented by Chernoff Diamond to be effective on July 1, 2019.



**ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER**

**DATE: 3/7/2019**

**SUBJECT: DRAFT PERFORMING ARTS CENTER (PAC) FEASIBILITY STUDY  
REQUEST FOR PROPOSAL (RFP) AND PROPOSED TIMELINE**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): MELISSA C. CARDINALI**

**BACKGROUND**

On October 18, 2018 the Board of Commissioners held a meeting in order to update the capital planning model and planning priorities. At that meeting, the Board decided to prioritize the economic and feasibility study for a performing arts center. In support of the priority, the Board appropriated \$300,000 for the study.

Management and Finance have researched various facilities across the country and their approach to such a study. The result is the draft RFP and proposed timeline included in this packet.

The objective with the draft RFP is to obtain a thorough study that provides the Board of Commissioners a solid foundation for future PAC decisions. The proposed timeline seeks to provide consultants with an appropriate amount of time in which to craft their RFP response.

Management is proposing the Chair of the Board of Commissioners appoint three members of the Board to sit as an evaluation team to:

- review all responsive proposals,
- interview the top three proposers,
- and make their recommendation to the full Board at the August 1, 2018 agenda session meeting.

The County Manager and Assistant County Manager for General Government and Stewardship will provide

staff assistance to the evaluation team.

Management is seeking a consensus on the proposed timeline at the March 14 Agenda Session meeting.

In addition, the draft RFP is provided for Board review. Management is seeking input on the draft RFP with comments and suggestions forwarded to Vicki Evans, Finance Director by the end of day Monday March 25, 2019. An updated draft RFP (with tracked changes) will be distributed on March 29, 2019 with the publication of the April 4 Agenda Session meeting agenda.

#### **RECOMMENDATION / PROPOSED ACTION**

- Provide direction for proposed timeline on RFP process for PAC Feasibility Study for the timeline to be incorporated into the Draft RFP.
- The proposed RFP incorporating Board of Commissioner changes will be on the April 4 Agenda Session meeting agenda.

#### **ATTACHMENTS:**

Description	Type
Proposed Timeline	Backup Material
Proposed RFP	Backup Material

## PROPOSED TIMELINE FOR RELEASING/REVIEWING/AWARDING PAC FEASIBILITY STUDY RFP

Agenda Session - Draft RFP presented	pre-scheduled meeting date	3/14/2019
Commissioners to send (email or hard copy) proposed changes to Vicki Evans	6 days	3/20/2019
Agenda Session - review RFP with track changes/recommend approval to full Board	pre-scheduled meeting date	4/4/2019
Board approval of RFP	pre-scheduled meeting date	4/15/2019
Post RFP / Run in newspaper	7 days	4/19/2019
Deadline for vendor questions	7 days	4/26/2019
Staff deadline to respond to vendor questions	7 days	5/3/2019
Proposals due	60 days	6/18/2019
Purchasing reviews for responsiveness	1 day	6/19/2019
Evaluation team independently reviews responsive proposals Legal review of proposed contracts	26 days	6/20-7/16/19
Legal to present findings to evaluation team	1 day	7/17/2019
Evaluation team meets to select top 3 for interviews/determines interview questions/staff schedule interviews with chosen vendors (deadline)	1 day	7/17/2019
Evaluation team interviews selected vendors	2 work days	7/24-7/25/2019
Evaluation team scores	@conclusion of interviews	7/25/2019
Agenda Session - Evaluation team makes recommendation of contract award	pre-scheduled meeting date	8/1/2019
Board approval of contract award	pre-scheduled meeting date	8/5/2019
Contract execution	9 work days	8/6-8/16/2019
Feasibility study begins		8/19/2019



## **COUNTY OF CUMBERLAND, NORTH CAROLINA**

**Request for Proposal (RFP) #: 19-11-CTY**

**Performing Arts Center (PAC) Feasibility Study and Business Plan**

**Date of Issue: [Insert Date]**

**Deadline for emailed Notice of Intent: [Insert Date]**

**Deadline for Proposal Questions: [Insert Date]**

**Deadline for Proposals/Proposal Opening Date: [Insert Date]**

**At [HH:MM AM/PM] ET**

**Direct all inquiries concerning this RFP to:**

Amanda Bullard

Purchasing Manager

Email: [CumberlandPurchasing@co.cumberland.nc.us](mailto:CumberlandPurchasing@co.cumberland.nc.us)

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## Table of Contents

1.0	PURPOSE AND BACKGROUND .....	3
2.0	PROPOSAL INSTRUCTIONS & REQUIREMENTS.....	3
2.1	RFP DOCUMENT.....	3
2.2	PROPOSAL SUBMITTAL.....	3
2.3	PROPOSAL QUESTIONS .....	4
2.4	RFP TERMS & CONDITIONS .....	4
3.0	NOTICES TO VENDOR.....	4
3.1	PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY .....	4
3.2	PROPOSAL COMPLIANCE .....	5
3.3	PROPOSAL EVALUATION PROCESS .....	5
3.4	EVALUATION CRITERIA .....	5
4.0	SCOPE OF WORK & PROPOSAL CONTENT REQUIREMENTS .....	6
4.1	SCOPE OF WORK .....	6
<u>A.</u>	Phase I – Feasibility Study.....	6
<u>B.</u>	Phase II –Business Plan.....	7
<u>C.</u>	Description of Deliverables.....	7
4.2	VENDOR’S PROPOSAL REQUIREMENTS.....	7
<u>A.</u>	Proposal Content .....	7
<u>B.</u>	Proposal Guidelines.....	8
5.0	CONTRACT TERMS AND CONDITIONS.....	8
5.1	IRAN DIVESTMENT ACT .....	8
5.2	E-VERIFY .....	8
5.3	CONTRACT CHANGES.....	8
5.4	CONTRACT TERM.....	8
5.5	PRICING .....	8
5.6	INVOICES.....	8
5.7	PAYMENT TERMS .....	9
5.8	FINANCIAL STABILITY .....	9
5.9	APPROPRIATION OF FUNDS.....	9
5.10	GENERAL INDEMNITY .....	9
5.11	ENTIRE CONTRACT .....	9
5.12	CONTRACT CANCELLATION.....	9
5.13	LAWS AND ORDINANCES .....	9

5.14 COMPLIANCE WITH LAWS.....9

5.15 VENDOR REPRESENTATIONS..... 10

ATTACHMENT A: INSTRUCTIONS TO VENDORS ..... 11

ATTACHMENT B: EXECUTION OF PROPOSAL..... 13

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION..... 15

DRAFT

## 1.0 PURPOSE AND BACKGROUND

The County of Cumberland seeks qualified firms or individuals to conduct a market analysis/feasibility study for a Performing Arts Center in Cumberland County, North Carolina. The study shall include market, operational, financial, economic and social impact analyses of a facility that will house spaces for performance theater(s), administrative office(s), meeting room(s), and may also include studio spaces, rehearsal spaces, kitchen facilities, and more. The purpose of the study is to analyze then determine whether a new facility is feasible, and if so, the appropriate size and location of such facility along with a determination regarding the use or destruction of existing theater and arena facilities. The study should provide estimates of capital and operating costs and potential revenues. A comprehensive analysis and recommendations reflective of current facts and conditions, as well as future planning considerations with respect to the project are needed.

Cumberland County (population 329,824) is in the southeast section of North Carolina and covers approximately 652 square miles. The most recent population estimates from the Office of State Budget and Management rank the County as the fifth largest county in the State. The county is home to Fort Bragg, the most strategically advanced military installation in America. As a result, Cumberland County residents originate from all around the world. The City of Fayetteville is the sixth largest municipality in the State with a population of 208,729.

## 2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the Vendor is encouraged to submit these items in the form of a question before the deadline for proposal questions in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested.

### 2.2 PROPOSAL SUBMITTAL

Proposal Delivery	
PAC Feasibility Study and Business Plan RFP# 19-11-CTY	
<b>Mailing Address</b> Cumberland County Finance Department Attn: Amanda Bullard, Purchasing Manager PO Box 1829 Fayetteville, NC 28302	<b>Physical Address</b> Cumberland County Finance Department Attn: Amanda Bullard, Purchasing Manager 4 <sup>th</sup> Floor, Room 451 Fayetteville, N.C. 28301

**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above on or before the proposal deadline regardless of the method of delivery. All risks of late arrival due to unanticipated delay is entirely on the Vendor. **It is the sole responsibility of the Vendor to have the proposal to the Cumberland County Finance Department by the submission deadline.** Any proposal received after the proposal submission deadline will be rejected.



- a) Submit **one (1) signed, original executed** proposal response, nine (9) photocopies, one (1) electronic copy on thumb drive.
- b) The electronic copies of your proposal must be provided on a thumb drive. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/VProposals/SearchResults.aspx>. Vendors shall submit a notice of intent to propose by email to [CumberlandPurchasing@co.cumberland.nc.us](mailto:CumberlandPurchasing@co.cumberland.nc.us) to receive addendums by email. The deadline for the emailed Notice of Intent is **[Date, Time]**.

## 2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to [CumberlandPurchasing@co.cumberland.nc.us](mailto:CumberlandPurchasing@co.cumberland.nc.us) by **[Date, Time]**. Vendors should enter “**PAC Feasibility Study and Business Plan RFP 19-11-CTY Questions**” as the subject in the email. Questions will not be answered by phone. Questions should include a reference to the applicable RFP section.

Questions received prior to the submission deadline, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx> and shall become an Addendum to this RFP. Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors shall not contact any other County employees or other individuals, except those listed above, during the entire proposal process. Vendors who contact any other County employee may be disqualified.**

Questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required for all vendors to submit a responsible proposal, may be answered at the County’s discretion after the specified date and time. Such questions received after the deadline are **not** guaranteed a response; and if any question qualifies as “minute in nature,” it shall be determined at the sole discretion of the County.

## 2.4 RFP TERMS & CONDITIONS

It shall be the Vendor’s responsibility to read the instructions, the County’s terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and to comply with all requirements and specifications herein. Vendors are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor’s proposal shall constitute a firm offer.

## 3.0 NOTICES TO VENDOR

### 3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

**PROHIBITED COMMUNICATION:** Each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person outside of the County Finance Department. A Vendor not in compliance with this provision may be disqualified from contract award.

**CONFIDENTIAL INFORMATION:** The proposal must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act ( the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the Vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing. Vendor’s notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a “trade secret” as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the Vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a proposal after receipt of this notice from the County Finance Department shall be deemed to be acceptance of the County Finance Department’s statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify Vendor of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

### **3.2 PROPOSAL COMPLIANCE**

It is in the best interest of Vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential to a straightforward and concise description of Vendor capabilities to satisfy the requirements of the proposal specifications.

Vendors may include any optional data not provided for elsewhere and considered to be pertinent to this proposal as an addendum to the proposal.

Vendors are encouraged to read the RFP completely through as noncompliance with requirements may result in proposal rejection. Section 4.0 requirements and requests for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow, and all sections should be easily identified.

### **3.3 PROPOSAL EVALUATION PROCESS**

The County shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County reserves the right to reject any and all responses.

### **3.4 EVALUATION CRITERIA**

All responses to this RFP will be evaluated based on the criteria listed below. After evaluating all submissions, the Board of County Commissioners, at the request of the Evaluation Committee, may ask some or all respondents to submit supplemental information or to participate in interviews.

Evaluation Criteria:

1. Understanding of the project and proposed strategies to communicate with local stakeholders and accurately assess community interests.
2. Cost effectiveness and affordability of the proposed fee and ability of the consultant to maximize use of funds allocated for the study.
3. Qualifications of personnel, approach to deliverables, and quality of recommendations.
4. Relevant experience in undertaking projects of similar scope, complexity, importance and value, and lessons learned to be applied to this project.
5. Quality and clarity of proposal.

## **4.0 SCOPE OF WORK & PROPOSAL CONTENT REQUIREMENTS**

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### **4.1 SCOPE OF WORK**

The scope of work consists of the following phases and description of deliverables (A - C).

#### **A. Phase I – Feasibility Study**

1. Review existing community archives, assets, studies, reports and strategic plans.
2. Cumberland County Region Market Analysis
  - a. Conduct a demographic and market analysis of the Cumberland County region.
  - b. Conduct an economic and social impact analysis of the market. Assess the current economic environment in Cumberland County and address the potential for changes in business and tourism revenue, business profits and jobs as a result of a proposed facility. Additionally, assess the existing community in order to project how the proposed facility may affect populations, groups, and neighborhoods. Analyze the intended and unintended social consequences of a proposed facility.
  - c. Assess the use of current arts, performing arts, and cultural facilities, their approximate functionality and their locations, including formal and informal networks, organizations and groups without a permanent facility.
  - d. Analyze the impact of a Performing Arts Center on current venues including local entertainment centers and convention and meeting spaces and the Cumberland County Civic Center Complex.
  - e. Develop a vision(s) for the venue and what programming will be provided through the venue and the user groups in these particular scenarios.
  - f. Identify potential users, including artists and cultural organizations, community and educational groups, families and audiences.
3. Current Trends and Impact Analysis in Other Communities
  - a. Assess current trends and future projections in Performing and Visual Arts Centers including industry definitions, industry growth/decline, trends and analysis.
  - b. Review existing facilities in the region including present and future bookings to understand market absorption, maximum practical capacity and gaps in services and their impact on existing cultural facilities in their communities.
  - c. Produce business reports that include factors such as level of support, amenities, location, space availability, etc., and their impact on existing facilities and organizations.
4. Community Engagement in Cumberland County Region
  - a. Meet with business leaders, elected officials and other major stakeholders to gain insight into community support and need.
  - b. Host forums, meetings and/or discussions with professionals in the arts sector, and visual and performing artists, to gain insight into the needs of the arts sector.
  - c. Conduct focus group(s) and a minimum of two strongly publicized public events to assess community interest and support.
  - d. Conduct surveys to further assess interest of audiences, donors and participants.
  - e. For items 4a-4e, emphasis should be placed on engaging with and getting input from all stakeholders throughout the County.
5. Facility and Site Assessment
  - a. Identify technical and industry requirements and costs for this type of facility. Such data may include number of seats, square footage, etc.
  - b. Develop site selection criteria to be used in future site selection.
  - c. Identify potential site locations and related costs within Cumberland County and provide the pros and cons associated with each of the potential locations.

## **B. Phase II –Business Plan**

### **1. Operational Analysis**

- a. Develop a business pro forma that includes projected capital and operating costs as well as revenue projections associated with the facility.
- b. Propose recommendations procurement process for operational management of facility.
- c. Provide impact analysis on existing organizations.
- d. Provide a minimum of three case studies of comparable facilities in like-sized communities.

### **2. Financial Analysis**

- a. Develop initial fundraising plan for capital and operational costs, including public and private contributions and investments, grants, and other funding sources. The plan should be a roadmap that provides direction on a strong plan for raising funds and the building of an endowment to support the proposed facility. The key question begins with feasibility – what level of fundraising and what size endowment is realistic and possible in the Cumberland County market and what kind of facility will it support? The plan does not need to be highly detailed, but it should reflect the availability of potential and realistic sources of funding both in and outside of the Cumberland County region.
- b. Develop endowment and long-term sustainable operational funding plan.
- c. Provide the projected economic benefit to the community factoring in sales tax, local occupancy tax, and food and beverage tax.
- d. Identify existing and new revenue streams to support the project.
- e. Propose an effective Marketing Strategy to support the programming. The marketing strategy should focus on top-level approaches – an outline of an effective marketing plan to serve the proposed scope and function of the facility, considering the community and proven methods for success in Cumberland County.

## **C. Description of Deliverables**

1. A project work schedule and timetable for each phase through final presentation.
2. Monthly emailed status updates to Melissa Cardinali, Assistant County Manager for General Government and Stewardship.
3. Summary analysis of community engagement forums and surveys (public and stakeholders).
4. Executive Summary of study.
5. Comprehensive study.
6. On-site presentation of feasibility study and business plan.

## **4.2 VENDOR'S PROPOSAL REQUIREMENTS**

The Vendor's proposal must include the required information below. Failure to submit this information may render its proposal non-responsive.

### **A. Proposal Content**

1. Signed cover letter with Vendor name, primary contact person and contact information.
2. Company profile specifying experience working on similar projects.
3. Methodology of how the Vendor will meet the scope of work as outlined in this RFP.
4. Timeline for completed tasks.
5. All-inclusive fees, broken down for Phase I, Phase II and projected per-trip consultation beyond Phases defined in the RFP.
6. References (minimum of three, maximum of five) with full contact information (Company Name, Point of Contact Name, Phone Number and Email Address) and summary of the project conducted for the reference.
7. Proposed contract.
8. Copy of similar study conducted by the Vendor.

## **B. Proposal Guidelines**

1. Vendors should strive to only provide the information requested in 4.2 A, to ensure proposals are clear, concise and organized.
2. Font size may not be less than 11 point.
3. Proposal sections should be titled and ordered as specified above in 4.2 A 1 - 8.

## **5.0 CONTRACT TERMS AND CONDITIONS**

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### **5.1 IRAN DIVESTMENT ACT**

As provided in NCGS 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the County Treasurer pursuant to NCGS 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the County.

### **5.2 E-VERIFY**

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

### **5.3 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the County and Vendor.

### **5.4 CONTRACT TERM**

The Contract shall have a term of [written number (x)] months, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within [written number (x)] business days of the Effective Date.

### **5.5 PRICING**

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

### **5.6 INVOICES**

- a) Invoices must be submitted to the following address:

**Cumberland County Finance Department**  
**Attention: Purchasing**  
**PO Box 1829**  
**Fayetteville, NC 28302**

- b) Any applicable taxes shall be invoiced as a separate item.

## **5.7 PAYMENT TERMS**

The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the County.

## **5.8 FINANCIAL STABILITY**

Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## **5.9 APPROPRIATION OF FUNDS**

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the Board of County Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30.

## **5.10 GENERAL INDEMNITY**

The Vendor shall hold and save the County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days that the County has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the County's agents who are involved in the delivery or processing of Vendor goods or services to the County. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

## **5.11 ENTIRE CONTRACT**

This contract constitutes the entire understanding of the parties. In the event of a conflict between the County's contract terms and the Contractor's contract terms, the County's terms shall be the overriding determining factor.

## **5.12 CONTRACT CANCELLATION**

The County may terminate this contract at any time by providing 30 days' notice in writing from the County to the Vendor. If the contract is terminated by the County as provided in this section, the County shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

## **5.13 LAWS AND ORDINANCES**

The contract will be governed by North Carolina law.

## **5.14 COMPLIANCE WITH LAWS**

Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

## **5.15 VENDOR REPRESENTATIONS**

Vendor warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the County under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.

### **Vendor certifies that it has not previously or currently:**

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of Vendor, its officers or directors, or any of its employees or other personnel to provide services on this project, of which Vendor has knowledge.
- b. Had any regulatory sanctions levied against Vendor or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against Vendor during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the Vendor performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if requested by the County.

The County may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the County may request acceptable substitute personnel or terminate the contract services provided by such personnel.

**Attachments to this RFP begin on the next page.**

## ATTACHMENT A: INSTRUCTIONS TO VENDORS

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the COUNTY OF CUMBERLAND we solicit your cooperation in this effort. All copies of the proposal are to be printed double sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to NCGS 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **TABULATIONS:** Proposal tabulations and copies of the awarded proposal can be electronically retrieved at the Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx>.
9. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the COUNTY OF CUMBERLAND will not reimburse any Vendor for any costs incurred.
11. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address and telephone number of the person(s) with authority to bind the Vendor, answer questions, and/or provide clarification concerning the proposal.
12. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any monies payable under the Contract without prior written consent of the County.

If the Contractor proposes to subcontract work in this Project, the subcontractor and the activity in this Project are to be identified in the proposal.



All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the Contractor.

The Contractor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by the subcontractor.

- 13. AFFIRMATIVE ACTION:** The Vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

*This Space Intentionally Left Blank*

## **ATTACHMENT B: EXECUTION OF PROPOSAL**

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### **EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned Vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per NCGS 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- \_\_\_\_\_ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact Vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- \_\_\_\_\_ This proposal was signed by an authorized representative of the Contractor.
- \_\_\_\_\_ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- \_\_\_\_\_ All labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- \_\_\_\_\_ Selection of a contract represents a preliminary determination as to the qualifications of the Vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required.

**Failure to execute/sign Proposal prior to submittal shall render the Proposal invalid and it WILL BE REJECTED.**

**ATTACHMENT B: EXECUTION OF PROPOSAL (page 2)**

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VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

*This Space Intentionally Left Blank*

## ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

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Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of most recent audit: \_\_\_\_\_

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.
- ☐ The Vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

**Note:** This is a continuing certification and Vendor shall notify the Cumberland County Purchasing Manager within 15 days of any material change to any of the representations made herein.

**If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:**

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Signature

Date

Printed Name

Title

**[This Certification must be signed by an individual authorized to speak for the Vendor]**



**OFFICE OF THE COUNTY MANAGER**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: MELISSA C. CARDINALI, ASSISTANT COUNTY MANAGER**

**DATE: 3/7/2019**

**SUBJECT: REQUEST TO ESTABLISH A MANAGEMENT FELLOW POSITION  
FOR RECRUITMENT PURPOSES AND ASSOCIATED BUDGET  
ORDINANCE AMENDMENT #190193**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): MELISSA C. CARDINALI**

**BACKGROUND**

The Board of Commissioners approved a request on October 1, 2018 for a Management Fellow to begin working with the County in early January 2019. At that time, the Board also approved the recruitment of a second Management Fellow. The second Fellow was to be included in the Fiscal Year 2020 budget for a July 1, 2019 effective date.

What was not evident in October when the Board recommended a second Fellow, was the timeline associated with a July 1 hire date.

Students graduating in May with their Masters in Public Administration (MPA) have started the application process with the International City / County Management Association (ICMA). Therefore, students will begin the interview process very shortly and begin receiving and accepting job offers within the next two months.

While the County would not anticipate expending funds for the second Fellow position prior to July 1, 2019, County policy requires the position and funding be established prior to offering a candidate a position.

Therefore, a position and budget need to be established prior to July 1 in order to aid in successfully competing for a qualified MPA graduate.

**RECOMMENDATION / PROPOSED ACTION**

Management recommends the following action be placed on the March 18th Board of Commissioner's agenda as a consent item:

Establish a second Management Fellow position effective April 1, 2019 and approve associated budget ordinance amendment #190193 in the amount of \$55,885.



## **FINANCE OFFICE**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 2/26/2019**

**SUBJECT: BID EXCEPTION ON CONTRACT FOR SHERIFF'S OFFICE  
UNIFORMS UNDER G.S. § 143-129**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

#### **BACKGROUND**

North Carolina General Statute § 143-129 (e) (6) allows an exception to bidding requirements for purchases of apparatus, supplies, materials or equipment when standardization or compatibility is the overriding consideration. The use of this exception requires Board of Commissioner approval prior to a contract award.

The Sheriff's Office is requesting an exception to bidding based on the referenced statute (see Attachment 1). This item has been reviewed with the County Attorney.

#### **RECOMMENDATION / PROPOSED ACTION**

The Sheriff's Office is requesting this item be forwarded to the full Board of Commissioners for approval as a Consent Agenda item at the March 18, 2019 Regular Meeting with the following action:

Approval of a bid exception for Sheriff's Office uniforms authorized under G.S. § 143-129 (e) (6) based on standardization and compatibility being the overriding consideration in regard to a contract with American Uniform Sales, Inc. for uniform items as specified in Attachment 2.

#### **ATTACHMENTS:**

Description

Type

Attachment 1: Bid Exception-American Uniform Sales  
Attachment 2: CCSO Uniforms-item specs

Backup Material  
Backup Material





**Cumberland County  
SHERIFF'S OFFICE**  
Ennis W. Wright, Sheriff



Internationally Accredited Law Enforcement Agency

**MEMORANDUM**

TO: Amanda Bullard, Purchasing Manager  
FROM: Ennis Wright, Sheriff *EWW*  
DATE: January 29, 2019  
RE: Sole Source Designation for American Uniforms

The Cumberland County Sheriff's Office continually seeks avenues to manage available funding as prudently as possible; therefore, based on recommendations from County Finance, the Sheriff's Office considered bidding Uniforms for most uniform items issued to Deputies, Detention Officers, and Traffic Control Officers. Currently most uniform items are purchased from American Uniform Sales, Inc., a local uniform supply company. American Uniform Sales is the nearest authorized seller of the proprietary brands currently worn by Sheriff's Office staff. While conducting research to write the specifications for the uniform bid, it was determined that there are no other authorized sellers in Cumberland County. It is imperative that the company utilized by our office be within a reasonable driving distance; for measurements, repairs, replacements, various shift accommodations, etc. For this reason, it was determined that a competitive bid process could only be conducted if alternate brands could be seriously considered.

To ensure uniformity, in order to accept comparable alternate brands, the Sheriff's Office would have to be prepared to replace all staff uniforms; should an alternate brand be awarded the contract. Uniform materials vary greatly in type and quality and it is important that all uniforms worn by Deputies, Detention Officers, and Traffic Control Officers match and be of exact material, color and style. This aids in identification of Law Enforcement Officers to the public, provides for consistency amongst our Office, helps control our budget, and is a standard practice throughout Law Enforcement agencies.

A standard set of uniforms issued to a Deputy costs approximately \$2,700.00. This means that replacing the entire set of uniforms for Deputies alone would cost in excess of \$860,000.00, almost three times our Fiscal Year 2019 allocated budget of \$339,000.00, for **all** uniform costs. Current approximately 320 Deputies, 185 Detention Officers, and 95 Traffic Control Officers are uniformed.

North Carolina General Statute 143-129 (e) (6) (iii) allows the Board to consider sole sourcing a contract if standardization and compatibility are the overriding considerations. Due to the inability to standardize our uniforms using another brand without seeking in excess of \$1,000,000.00 in funding, we are requesting sole source approval for a uniform supply contract with American Uniform Sales, Inc.

A listing of included uniform items is attached.

Please contact Lisa Blauser, the Sheriff's Office Business Manager, at 677-5551 if any additional information is needed. Thank you for your assistance.

## Cumberland County Sheriff's Office Item Specifications

*The specifications for these items in this bid process are those elements and components for uniforms and the various divisions and sections of the Cumberland County Sheriff's Office. The description set out below establishes the specific nature, type and usage of the uniform elements and components and those uniform items with respect to which standardization and compatibility are required.*

**Cumberland County Sheriff's Office** (Total number of positions for Deputy Sheriffs – Patrol: 152; Detectives: 74; Services: 77; Civilian Uniformed Personnel: 74)

1. Trousers	Fechheimer	Style # 6464E	Charcoal Grey
2. Shirts	Flying Cross	Style # 8567Z L/S	Grey
3. Shirts	Flying Cross	Style # 8667Z S/S	Grey
4. Jacket with silver S buttons	Blauer	Style # 6120	Black
5. Duty Belt with Silver Buckle	Dutyman	Style # 4031U	Black
6. TDU Trousers	5.11	Style # 74280	Black
7. TDU Trousers	5.11	Style # 74273	Black
8. TDU Trousers	5.11	Style # 74369	Black
9. Straw Hat	Stratton	Style # S4ODB	Black
10. Raincoats	Spiewak	Style # 5308V	Black/HIVIZ
11. Coveralls	Red Kap	Style # CT1OCH	Char. Grey
12. Wet Weather Rain Jacket	Neese	Style # 523AJ	Black
13. Wet Weather Rain Pants	Neese	Style # 523PT	Black
14. CCSO Collar Pins	Blackington	STYLE # 15	Silver
15. Baseball Cap	Pacific Headwear	Style # 302C	Black

### For Lieutenants and Up:

1. Stryke Trousers	5.11	Style # 74369	Black
2. Blauer Super Shirts	Blauer	Style # 8436 L/S	Black
3. Blauer Super Shirts	Blauer	Style # 8446-S/S	Black
4. Dutyman Belt	Dutyman	Style # 4031	Black
5. Straw Hat	Stratton	Style S-40DB	Black
6. Jacket	Blauer	Style # 6120	Black
7. Response Jacket	5.11	Style # 48016	Black

### For Female Deputies:

1. Trousers	Fechheimer	Style # F64641E	Charcoal Grey
2. Shirts	Flying Cross	Style # L8567Z	Grey
3. Shirts	Flying Cross	Style # L8667Z	Grey
4. Jacket with silver S button	Blauer	Style # 6120	Black
5. TDU Tac Lite Trousers	5.11	Style # 64359	Black
6. TDU Tac Lite Trousers	5.11	Style # 64360	Black

## MISC:

1.	Performance Polo Shirts	Blauer	Style # 81441/S	Grey/Black
2.	Performance Polo Shirts	Blauer	Style # 8134 S/S	Grey/Black
3.	Performance Polo Shirts	5.11	Style # 71049 S/S	Black
4.	Performance Polo Shirts	5.11	Style # 72049 L/S	Black
5.	Polo Shirts	Elbeco	Style # K5131 S/S	Black
6.	Polo Shirts	Elbeco	Style # K5141 L/S	Black

On Blauer and on Elbeco Performance Polo Shirts "silk screen on back on two lines - DEPUTY SHERIFF". No heat press allowed.

On left front the 6 point star with lettering around the logo.

Name on right front for Captains and above.

No minimum order requirements allowed on silk/screen embroidery orders.

**Cumberland County School Traffic Control Officers:** (Total number of positions for Traffic Control Officers: 99)

1.	Trousers	Fechheimer	Style # TR070 Navy	
2.	Shirts	Flying Cross	Style # 35W5400	White
3.	Shirts	Flying Cross	Style # 85R5400	White
4.	Jackets	Blauer	Style # 6120	Black
5.	Ladies Trousers	Fechheimer	Style # TRO7OW	Navy
6.	Ladies Skirt	Fechheimer	Style # 38033	Navy
7.	Ladies Shirt	Flying Cross	Style # 126R5400 L/S	White
8.	Ladies Shirt	Flying Cross	Style # 176R5400 S/S	White
9.	Reversible Raincoats	Neese	Style # 447 RC Rev.	Blk/Org

**Cumberland County Detention Center:** (Total number of positions for Detention Officers: 188; Deputies in Detention Center: 23; Detention Center Command Staff: 7)

1.	TDU Trousers	5.11	Style # 74280	Storm Grey or Black
2.	TDU Shirt	5.11	Style # 71339	Storm Grey or Black
3.	Jackets	5.11	Style # 48016	Storm Grey or Black
4.	Baseball Cap	Pacific Headwear	Style # 302C	Black
5.	Belt/Holster	5.11	Style # 59505 Sierra Bravo	Black

Six Star Embroidery on left front and Name Tags on right front to be included in the price of the shirts.

Six Star Embroidery on left front of the Jacket to be included in the price of the Jacket.

Baseball Cap to have an Embroidery Agency Star Logo



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 2/25/2019**

**SUBJECT: BID AWARD FOR COUNTY-WIDE TEMPORARY SERVICES  
CONTRACTS**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

**BACKGROUND**

The County currently contracts with a single county-wide vendor to provide temporary services. Obtaining qualified temporary staff in the timely manner needed to meet departmental needs has become increasingly more difficult. After receiving departmental input regarding county-wide temporary staffing needs, finance staff issued a request for proposals (RFP) for temporary services, with a plan for one or more contracts with a contract effective date of July 1, 2019.

A total of 17 responsive proposals were received and reviewed (see Attachment A). Staff is recommending contracts with the following four vendors: 22nd Century Technologies, Inc., Belflex Staffing Network, LLC., Manpower, Inc., and Mega Force Staffing Group, Inc. Temporary positions for each of the vendors will vary based on the lowest range of costs provided in the best and final offers.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the March 18, 2019 Regular Meeting with the following action:

Approval of four separate contracts for temporary services between the County and 22nd Century Technologies, Inc., Belflex Staffing Network, LLC., Manpower, Inc., and Mega Force Staffing Group, Inc.,

each to be effective July 1, 2019.

**ATTACHMENTS:**

Description

Type

Attachment A - Responsive Vendors

Backup Material

ATTACHMENT A  
19-9-CTY Temp Services  
Summary Evaluation Sheet  
Responsive Vendors

	Vendor-Contractor
1	22nd Century Technologies
2	Atwork Personnel
3	Belflex Staffing Network
4	Blue Arbor
5	Dec 9
6	Diskritter Inc
7	InfoJini, Inc.
8	Integrated Staffing Group
9	Manpower
10	Megaforce
11	National Healthcare Solutions, LLC
12	Skysystems
13	SoftHQ Inc
14	The Spearhead Group
15	Two Hawk Employment
16	Vtech Solutions
17	Worldwide Travel Staffing



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA BULLARD, PURCHASING MANAGER**

**DATE: 2/25/2019**

**SUBJECT: RESOLUTION TO AUTHORIZE USE OF ELECTRONIC  
ADVERTISEMENT FOR CONTRACTS SUBJECT TO G.S. § 143-129**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

**BACKGROUND**

G.S. § 143-129 requires that contracts for construction or repair work, in the amount of \$500,000 or more, and contracts for the purchase of apparatus, supplies, materials and equipment, in the amount of \$90,000 or more, be publicly advertised in a local newspaper. A decision to advertise solely by electronic means, whether for particular contracts or generally for all contracts that are subject to G.S. § 143-129, shall be approved by the governing board of the County at a regular meeting of the board.

In an effort to be more efficient and save time, staff are requesting the Board approve the attached resolution which will authorize the County Manager (or her designee) to advertise solicitations for bid using electronic means in lieu of or in addition to placing an advertisement in a newspaper.

**RECOMMENDATION / PROPOSED ACTION**

Staff recommends forwarding this item to the full Board of Commissioners for approval as a Consent Agenda item at the March 18, 2019 Regular Meeting with the following action:

Approval of the resolution to authorize use of electronic advertisement for contracts subject to G.S. § 143-129.

**ATTACHMENTS:**

Description  
Resolution

Type  
Backup Material



**Resolution to Authorize the Use of Electronic Advertisement  
for Contracts Subject to G.S. § 143-129**

**Whereas**, contracts for construction or repair work, and for the purchase of apparatus, supplies, materials, and equipment that meet the monetary threshold established in G.S. § 143-129 must be publicly advertised; and

**Whereas**, G.S. § 143-129(b) authorizes the governing board to allow the use of electronic advertisement as an alternative to advertisement in a newspaper of general circulation; and

**Whereas**, in some cases, advertisement in the newspaper may be the most effective method of obtaining competition, but in other cases, advertisement by electronic means may be a more effective and efficient method of reaching prospective bidders; and

**Whereas**, it is in all cases important to provide citizens an opportunity to obtain information about major contracts to be awarded by the County;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
COMMISSIONERS OF CUMBERLAND COUNTY, NORTH CAROLINA:**

1. The County Manager or his or her designee is authorized to advertise solicitations for bid using electronic means in lieu of placing an advertisement in a newspaper of general circulation whenever he or she determines it to be the most effective and efficient method of obtaining competition for a contract.
2. Advertisement by newspaper and electronic means may be used together or in the alternative, and the requirements of G.S. § 143-129(b) shall be met as long as one of the methods used meets the specific requirements and minimum time for advertisement under that statute.
3. This resolution shall take effect immediately upon its passage.

\* \* \* \* \*

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Clerk to the Board of Commissioners  
Cumberland County, North Carolina

(SEAL)



**ASSISTANT COUNTY MANAGER - ENVIRONMENTAL/ COMMUNITY SAFETY**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASST. COUNTY MANAGER**

**DATE: 3/4/2019**

**SUBJECT: COST ALLOCATION OPTIONS FOR 9-1-1 CO-LOCATION LEASE  
WITH CITY OF FAYETTEVILLE**

**Requested by: COMMISSIONER JIMMY KEEFE**

**Presenter(s): TRACY JACKSON, ASST. COUNTY MANAGER**

**BACKGROUND**

Attached to this memo is information that illustrates potential costs and leasing options for the City of Fayetteville should it wish to partner with the County on a co-located 9-1-1 operation. The City requested and was provided information about options for occupying space at 500 Executive Place. The attached diagram indicates the amount of square footage within the facility that might be jointly shared or specifically assigned to each party. This square footage basis was then used to determine specific costs per entity based upon estimates from the County's 9-1-1 consultant, AECOM. This approach is similar to one used previously when the City and County were discussing the possibility of a joint 9-1-1- venture.

The preliminary floorplan was designed using lessons learned during Hurricane's Matthew and Florence and also with a thorough understanding of the normal operational constraints associated with the County's current facility. The proposed renovation/construction incorporates hardening of the 9-1-1 Center proper and also incorporates ergonomic considerations that address working long shifts in a stressful environment. It also considers the unique needs associated with operating an emergency operations center for multiple days with expanded staffing. These are factors that have been used across the nation when designing and constructing this type of critical facility.

**RECOMMENDATION / PROPOSED ACTION**

This information is being presented at the request of Commissioner Keefe.

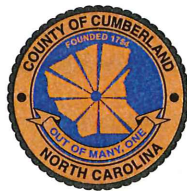
**ATTACHMENTS:**

Description	Type
Letter to Mayor Colvin	Backup Material
Estimates & Options	Backup Material
Co-Located Floorplan	Backup Material
AECOM Scope of Work	Backup Material
AECOM Agreement	Backup Material

JEANNETTE M. COUNCIL  
Chair

W. MARSHALL FAIRCLOTH  
Vice-Chairman

GLENN B. ADAMS  
MICHAEL C. BOOSE  
CHARLES E. EVANS  
JIMMY KEEFE  
LARRY L. LANCASTER



CUMBERLAND  
COUNTY  
NORTH CAROLINA

BOARD OF COMMISSIONERS

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

Mayor Mitch Colvin  
City of Fayetteville  
433 Hay Street  
Fayetteville, NC 28301

March 1, 2019

Dear Mayor Colvin,

Please find attached information and options related to the possible co-location of the City of Fayetteville's 9-1-1 Communication Center with the Cumberland County 9-1-1 Communications Center. Cumberland County proposes to lease a portion of 500 Executive Place to the City of Fayetteville based upon space that is dedicated to, or shared, by the City and County once renovations and construction are complete. Attached you will find a proposed floorplan with a delineation of dedicated and shared spaces in a co-located facility. Also included are various cost estimates for construction and operating costs as well as leasing options for the City as a co-located tenant at 500 Executive Place.

The State 9-1-1 Board has announced a required grant workshop on March 20<sup>th</sup> in Durham prior to the opening of the grant cycle on April 1<sup>st</sup>. **Potential partners in the grant application are required to register and attend the workshop together.** Since time is of the essence, I am asking that a decision be made by March 18<sup>th</sup> whether the City wishes to pursue co-location not only as a partner in sharing a building but also as a partner in the State 9-1-1 Board's grant process. Please advise as soon as possible about your desire to move down a path to co-location and collaborating to develop a joint grant application for 9-1-1 Board funding.

Thank you in advance for your consideration of this matter and your timely response.

Best regards,

Jeannette M. Council  
Chair

### 9-1-1 Co-Location Estimates for 500 Executive Place

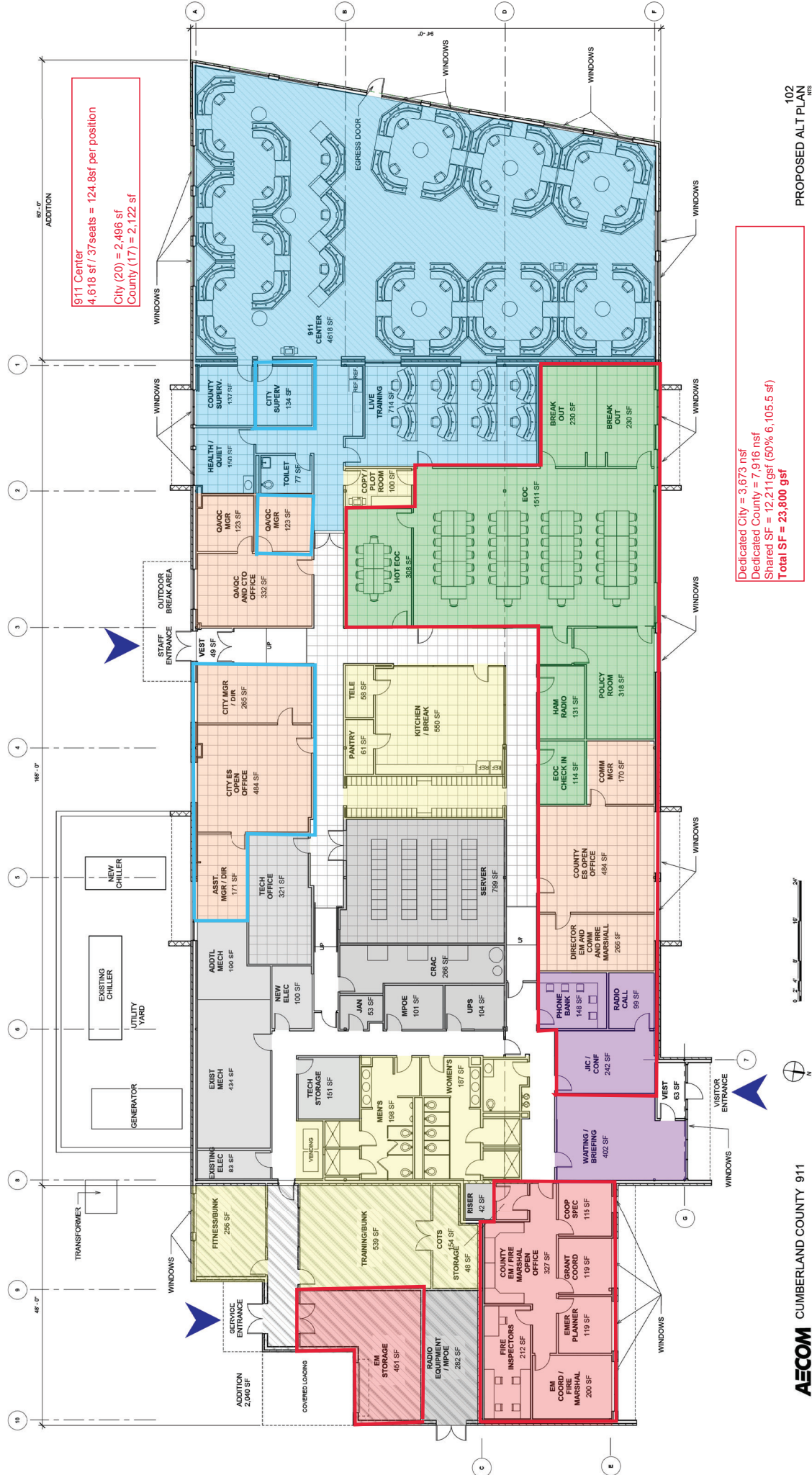
Type Space	Square Footage	Percent	Total Cost by % Occupied	Lease Cost Factors
County Dedicated	7,916	33.26%	\$8,273,282.34	
Jointly Utilized	12,211	51.31%	\$12,762,133.74	\$6,381,066.87
City Dedicated	3,673	15.43%	\$3,838,777.92	\$3,838,777.92
Gross Sq. Ft.	23,800	100.00%	\$24,874,194.00	<b>\$10,219,844.79</b>

Tot. Lease Amount - City	<b>\$10,219,844.79</b>
Total Sq. Ft. - City	9,778.50
Tot. Cost per Sq. Ft. - City	\$1,045.13

Lease Term	Lease Rate/Mth	Lease Rate/Year
Ten (10) Year	\$85,165.37	\$1,021,984.48
Fifteen (15) Year	\$56,776.92	\$681,322.99
Twenty (20) Year	\$42,582.69	\$510,992.24

County Dedicated	7,916
Jointly Utilized	12,211
City Dedicated	3,673
Gross Sq. Ft.	23,800

<u><b>Description</b></u>	<u><b>Yearly Cost/SF</b></u>	<u><b>Total (Entire Bldg)</b></u>
Utilities	3.25	77,350.00
Landscaping/Grounds	0.40	9,520.00
Parking Lot	0.48	11,424.00
Repairs & Maintenance	2.00	47,600.00
Janitorial	1.52	36,176.00
Security	0.35	8,330.00
		190,400.00





## **Scope of Services**

### **Introduction**

We are pleased to submit our proposal to the Cumberland County Manager's Office for providing architecture and engineering services for the Cumberland County Emergency Management and 911 Communications Center located in Fayetteville, NC. Our Proposal is based on a general understanding of our discussions during our phone call on August 3, 2018. It is our understanding that the Owner, Cumberland County, will provide documentation of the existing site and building to be considered as a part of this study which is located at 500 Executive Place, Fayetteville, NC. The facility is approximately 17,000 sf and is 20 years old. The basic scope of services includes the following:

- Space program validation for Emergency Management, 911 Communications, and Fire Marshall offices which will include projections for future growth and support spaces such as training rooms and bunk rooms
- Assessment of current conditions of the proposed building
- Evaluation of the building for use as an Emergency Management, 911 Communications Center and Fire Marshall Office to accommodate existing needs and space for future growth.
- Preliminary cost estimate for renovation of the existing building including repairs and upgrades

### **Scope of Services**

Our scope of services ("Services") will include one trip (2-days) for space program validation and existing conditions assessment for the new Emergency Management and 911 Communications Center. Architect will conduct a workshop with project stakeholders to identify spaces, functions, adjacencies, and square foot area for the required spaces to be located at the new facility and will provide a program summary. An engineer will meet with key client staff to discuss planned technology migration from the current center to the proposed building and identify major systems and components that will be impacted by the move.

An architect and engineer will review available plans for the existing facility and conduct a field investigation to determine the general condition of the existing structure and building systems including mechanical, electrical, plumbing and fire protection. The engineer shall perform a preliminary review of the existing site utilities to support the proposed building renovation and include feasibility of relaying radio communications back to the existing towers via microwave link.

AECOM will develop a report including a narrative of existing conditions including site features, structural elements, building exterior and interior, building systems, and telecommunications. The report will also include best practice considerations and recommendations to renovate the facility to comply with industry standards including:

- State Building Codes
- NFPA 1221 Standard for Installation, Maintenance, and Use of Emergency Services Communications Systems, 2016
- TIA 942 Telecommunications Infrastructure Standards for Data Centers
- NENA 04-502 E9-1-1 PSAP/EOC CPE Site Characteristics Technical Information Document
- NIOSH- Guidance for Protecting Building Environments from Airborne Chemical, Biological, or Radiological Attacks

An architect will develop one conceptual floor plan and site plan to test fit programmed spaces into the proposed building and will identify areas for growth and expansion. This will be presented to the County via WebEx along with a draft of the existing conditions assessment report.



The final report will be submitted with a preliminary budget cost analysis including building construction costs, site construction costs, and technology costs. This will be based on comparable facilities and adjusted for location and current market conditions.

**Deliverables**

The deliverables ("Deliverables") for this Project will be one electronic copy of:

1. Space Program Validation and Existing Conditions Assessment
2. Conceptual Floor Plan and Site Plan
3. Preliminary Cost Estimate

**Schedule**

The schedule ("Schedule") for the Services is 90 days. Should the Services extend beyond this Schedule, we will require additional compensation. We have developed the proposal to include one (2-day) on-site visit and one WebEx presentation.

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") effective this 15 August, 2018 is by and between Cumberland County, North Carolina, ("Client"), and AECOM Technical Services, Inc., a California corporation, ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1 AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. **TERM OF AGREEMENT** Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 22, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. **COMPENSATION AND PAYMENT** AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. **NOTICE** All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

**TO CLIENT:**

117 Dick Street  
Fayetteville, North Carolina 28301  
Attn: Tracy Jackson, Assistant County Manager

**TO AECOM:**

440 Monticello Ave, Suite 1500  
Norfolk, VA 23510  
Attn: Sean Lebel, Project Manager

Claims-related notices shall be copied to:  
AMER-DCSPProjectClaimNotices@aecom.com

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver. Claims-related notices need to include the AECOM project name and number found in this Agreement as well as contact information of the person submitting the notice.

## **5. AECOM'S RESPONSIBILITIES**

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same locality under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof, but in no event later than 90 days after AECOM's completion or termination of the Services. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subcontractors and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) placing into operation any plant or equipment; or (vi) Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at the project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM

## **6. CLIENT'S RESPONSIBILITIES**

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably required for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

**7. INDEPENDENT CONTRACTOR** Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

## **8. CONFIDENTIALITY**

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be disclosed to third parties by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed; provided that the information required for disclosure shall remain Confidential Information as to all other persons or entities pursuant to the terms of this Agreement, and provided further that AECOM shall promptly provide Client with written notice of such requirement.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall not be required to destroy Confidential Information held electronically in archive or back-up systems in accordance with general systems archiving or backup policies or required for preservation by law, regulation, audit, data retention or corporate archival purposes or per regulatory, judicial or governmental order. All such retained Confidential Information shall be kept confidential by AECOM subject to and in accordance with the terms of this Agreement.

## **9. DATA RIGHTS**

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable, non-sublicensable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

9.4 Client understands and accepts that AECOM's provided services and deliverables are intended by AECOM for the sole use by Client for the specific scope of services agreed to by Client and AECOM. Client agrees to indemnify, defend and hold harmless AECOM and its directors, officers, employees, agents, representatives, affiliated and parent companies, ("Indemnities") against any and all losses, claims, damages, expenses and liabilities (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), including attorneys' fees and costs, to which AECOM, or any of the Indemnities may become subject, as a consequence of any use by Client or a third party outside said agreed scope of services.

9.5 AECOM devoted the level of effort consistent with (i) the level of diligence ordinarily exercised by competent professionals practicing in the area under the same or similar circumstances, and (ii) consistent with the time and budget available for the Services to develop the Deliverables. The Deliverables are based on estimates, assumptions, information developed by AECOM from its independent research effort, general knowledge of the industry, and information provided by and consultations with Client and Client's representatives. No responsibility is assumed for inaccuracies in data provided by the Client, the Client's representatives, or any third-party data source used in preparing or presenting the Deliverables. AECOM assumes no duty to update the information contained in the Deliverables unless such additional services are separately retained pursuant to a written agreement signed by AECOM and Client.

9.6 AECOM's findings represent its professional judgment. Neither AECOM nor its parent corporations, nor their respective affiliates or subsidiaries ("AECOM Entities") make any warranty or guarantee, expressed or implied, with respect to any information or methods contained in or used to produce the Deliverables.

9.7 The Deliverables shall not to be used in conjunction with any public or private offering of securities, debt, equity, or other similar purpose where it may be relied upon to any degree by any person other than the Client. The Deliverables shall not be used for purposes other than those for which they were prepared or for which prior written consent has been obtained from AECOM.

**10. COMPLIANCE** The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

**11. FORCE MAJEURE** Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. AECOM shall be entitled to an equitable adjustment to the Project Schedule and compensation in the foregoing circumstances.

## **12. INSURANCE**

12.1 AECOM will maintain the following insurance coverages and amounts:

- 12.1.1 Workers Compensation insurance as required by Law;
- 12.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee;
- 12.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 12.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 12.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

## **13. INDEMNITY**

13.1 AECOM agrees to indemnify Client, its officers, directors and employees, from third party claims of loss or damage for bodily injury or property damage ("Claims"), to the proportional extent caused by AECOM's negligence or willful misconduct.

13.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity and in any insurance benefits that the Client requires such Contractors to provide to the Client.

**14. CONSEQUENTIAL DAMAGES WAIVER** NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY, ITS PARENTS, AFFILIATES AND SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, INCREASED COST OF CONSTRUCTION, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND AECOM HEREBY RELEASES CLIENT AND CLIENT HEREBY RELEASES AECOM FROM ANY SUCH LIABILITY.

**15. RISK ALLOCATION AND RESTRICTION OF REMEDIES** THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$250,000 OR THE ACTUAL PAID COMPENSATION FOR THE SERVICES, WHICHEVER IS GREATER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

#### **16. DISPUTES RESOLUTION**

16.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

16.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 15 business days, either Party may pursue its respective legal and equitable remedies.

**17. GOVERNING LAW** All contract issues and matters of law will be adjudicated in accordance with the laws of the state where the project is located, excluding any provisions or principles thereof which would require the application of the laws of a different jurisdiction.

#### **18. TERMINATION**

18.1 This Agreement may be terminated for convenience by either Party upon 30 days advance written notice. On termination, AECOM will be paid for all Services performed up through the termination date.

18.2 This Agreement may be terminated for cause by either Party if the other Party materially fails to perform its obligations under this Agreement, does not commence correction of such non-performance within 10 business days of receipt of written notice and/or fails to diligently complete such correction thereafter. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

## **19. ASSIGNMENT**

19.1 Neither Party may assign this Agreement without the written consent of the other Party.

19.2 Notwithstanding Section 19.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of AECOM's subsidiaries or affiliates upon written notice to Client.

**20. PARTIES IN INTEREST** Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

**21. WAIVER** Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

**22. SEVERABILITY AND SURVIVAL** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 12 (Insurance), 13 (Indemnity), 14 (Consequential Damages Waiver), 15 (Risk Allocation), 16 (Disputes Resolution), 17 (Governing Law), 19 (Assignment), 20 (Parties in Interest) and 22 (Survival) shall survive termination of this Agreement.

**23. PREPARATION OF AGREEMENT** Each Party has had the opportunity to avail itself of legal advice and counsel. Neither Party shall be deemed to be the drafter or author of this Agreement. In the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement, or any portion hereof, against either Party as the drafter of this Agreement.

**24. SIGNATURES** Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

## **25. ORDER OF PRECEDENCE**

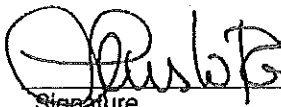
Executed Change Orders  
Consulting Services Agreement Article 26  
Consulting Services Agreement Articles 1 through 25 and 27  
EXHIBIT B Compensation and Payment  
EXHIBIT A Services  
Other contract documents

## **26. SPECIAL TERMS AND CONDITIONS**

27. **ENTIRE AGREEMENT** This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached **EXHIBIT C** ("Change Order"), incorporated herein by reference, is the preferred form for such use.

AECOM Services of NC, Inc.

CLIENT: \_\_\_\_\_

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Lewis Robinson, AIA

Amy H. Cannon

Printed Name

Printed Name

Vice President

County Manager

Printed Title

Printed Title

Address  
1600 Perimeter Park Drive  
Suite 400  
Morrisville, NC 27560

Address  
P.O. Box 1829  
Fayetteville, NC 28302

(End of page)

THIS INSTRUMENT HAS BEEN PRE-AUDITED  
IN THE MANNER REQUIRED BY THE LOCAL  
GOVERNMENT BUDGET AND FISCAL CON-  
TROL ACT.

  
\_\_\_\_\_  
FINANCE DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY

BY:   
\_\_\_\_\_  
County Attorney's Office



## EXHIBIT A

### SERVICES

Services:

See attached Scope of Services

Schedule:

See attached Schedule

Deliverables:

See attached Deliverables

AECOM Project Manager

Name	Sean Lebel
Title	Operations Manager
Address	440 Monticello Avenue, Suite 1500, Norfolk VA 23510
Phone Number	757-306-6748
Email Address	Sean.lebel@aecom.com

Client Project Manager

Name	Tracy Jackson
Title	Assistant County Manager
Address	P.O. Box 1829 Fayetteville, NC 28302
Phone Number	(910)323-6117
Email Address	trjackson@co.cumberland.nc.us

(End of page)

## EXHIBIT B

### COMPENSATION AND PAYMENT

**1 COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

☐ Advance retainer of [\$ 0] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

☐ Time & Material - See Section 2.1 for Hourly Labor Rates

☐ Time and Materials with a Not-to-Exceed ("NTE") amount of (\$ 0). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

☒ Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$ 48,375

☐ Cost Plus Fixed Fee: [Cost \$ and Fee \$]

☐ Other:

--

**2. RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule:

#### 2.1 HOURLY LABOR RATE SCHEDULE

<b>INTENTIONALLY OMITTED</b>	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
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**2.2 OTHER HOURLY LABOR RATE CATAGORIES** If additional labor categories are authorized during the performance of this Agreement, compensation for each additional category will be negotiated at the time the additional Services are authorized.

**2.3 ANNUAL HOURLY LABOR RATE ADJUSTMENTS** The Hourly Labor Rate Schedule is adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. **REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures are included in the lump sum compensation.

4. **CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

5. **INVOICING** AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within 10 days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

## 6 PAYMENT

6.1 If payment is based on Time and Materials with a NTE, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

6.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 30 days of receipt without holdback or retention. Client shall notify AECOM within fourteen (14) days of the receipt of the invoice of any disputed items. Such notice must be accompanied by a detailed description of any disputed items and include supporting documentation as well as references to the provision(s) of this Agreement which permit a holdback or retention. If such notice is not provided within fourteen (14) days, Client waives its rights to dispute the invoice. Undisputed amounts remaining unpaid 30 days after the invoice date shall bear interest at the rate of 1.5% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment. In addition, AECOM retains its unrestricted rights under Article 18 (Termination) of the Agreement.

6.3 If the Project is suspended by Client for more than 30 days, AECOM shall be paid for all Services performed prior to the effective date of suspension within 30 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

6.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Compensation and Project Schedule.

6.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

6.6 Client shall make payments to AECOM using one of the following methods:

6.6.1 **AECOM LOCKBOX:**

AECOM Technical Services, Inc.  
1178 Paysphere Circle  
Chicago, IL 60674

6.6.2 **ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:**

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address1: Building D

Address2: 2000 Clayton Road  
City/State/Zip: Concord, CA 94520-2425  
Account Number: 5800937020  
ABA Routing Number: 071000039 |

6.6.3 WIRE TRANSFER:

Account Name: AECOM Technical Services, Inc.  
Bank Name: Bank of America  
Address: 100 West 33rd St  
City/State/Zip: New York, NY 10001  
Account Number: 5800937020  
ABA Routing Number: 026009593  
SWIFT Code: BOFAUS3N |

6.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at  
[cashappsremittance@aecom.com](mailto:cashappsremittance@aecom.com)

|(End of page)

## Scope of Services

### Introduction

We are pleased to submit our proposal to the Cumberland County Manager's Office for providing architecture and engineering services for the Cumberland County Emergency Management and 911 Communications Center located in Fayetteville, NC. Our Proposal is based on a general understanding of our discussions during our phone call on August 3, 2018. It is our understanding that the Owner, Cumberland County, will provide documentation of the existing site and building to be considered as a part of this study which is located at 500 Executive Place, Fayetteville, NC. The facility is approximately 17,000 sf and is 20 years old. The basic scope of services includes the following:

- Space program validation for Emergency Management, 911 Communications, and Fire Marshall offices which will include projections for future growth and support spaces such as training rooms and bunk rooms
- Assessment of current conditions of the proposed building
- Evaluation of the building for use as an Emergency Management, 911 Communications Center and Fire Marshall Office to accommodate existing needs and space for future growth.
- Preliminary cost estimate for renovation of the existing building including repairs and upgrades

### Scope of Services

Our scope of services ("Services") will include one trip (2-days) for space program validation and existing conditions assessment for the new Emergency Management and 911 Communications Center. Architect will conduct a workshop with project stakeholders to identify spaces, functions, adjacencies, and square foot area for the required spaces to be located at the new facility and will provide a program summary. An engineer will meet with key client staff to discuss planned technology migration from the current center to the proposed building and identify major systems and components that will be impacted by the move.

An architect and engineer will review available plans for the existing facility and conduct a field investigation to determine the general condition of the existing structure and building systems including mechanical, electrical, plumbing and fire protection. The engineer shall perform a preliminary review of the existing site utilities to support the proposed building renovation and include feasibility of relaying radio communications back to the existing towers via microwave link.

AECOM will develop a report including a narrative of existing conditions including site features, structural elements, building exterior and interior, building systems, and telecommunications. The report will also include best practice considerations and recommendations to renovate the facility to comply with industry standards including:

- State Building Codes
- NFPA 1221 Standard for Installation, Maintenance, and Use of Emergency Services Communications Systems, 2016
- TIA 942 Telecommunications Infrastructure Standards for Data Centers
- NENA 04-502 E9-1-1 PSAP/EOC CPE Site Characteristics Technical Information Document
- NIOSH- Guidance for Protecting Building Environments from Airborne Chemical, Biological, or Radiological Attacks

An architect will develop one conceptual floor plan and site plan to test fit programmed spaces into the proposed building and will identify areas for growth and expansion. This will be presented to the County via WebEx along with a draft of the existing conditions assessment report.

The final report will be submitted with a preliminary budget cost analysis including building construction costs, site construction costs, and technology costs. This will be based on comparable facilities and adjusted for location and current market conditions.

**Deliverables**

The deliverables ("Deliverables") for this Project will be one electronic copy of:

1. Space Program Validation and Existing Conditions Assessment
2. Conceptual Floor Plan and Site Plan
3. Preliminary Cost Estimate

**Schedule**

The schedule ("Schedule") for the Services is 90 days. Should the Services extend beyond this Schedule, we will require additional compensation. We have developed the proposal to include one (2-day) on-site visit and one WebEx presentation.



CONTRACT #: 2019193

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: AECOM

[Signature] Date 04 September 2018  
Authorized Signer



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE  
DIRECTOR**

**DATE: 2/25/2019**

**SUBJECT: REQUEST FOR QUALIFICATIONS FOR  
ARCHITECTURAL/ENGINEERING SERVICES FOR RENOVATIONS  
TO 500 EXECUTIVE PLACE**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE  
DIRECTOR**

#### **BACKGROUND**

The Board of Commissioners purchased the facility located at 500 Executive Place toward the end of 2018 to house the 911 Communications Center, Emergency Operations Center, Emergency Management and Fire Marshal offices. Prior to purchasing the facility, the County obtained the services of AECOM to complete a feasibility study to determine a preliminary layout of the facility for the uses listed above.

The next step is to obtain the Architectural/Engineering Services of a consulting firm to complete the necessary design drawings for the required renovations to the facility. North Carolina General Statute 143-64.31 requires local governments to select firms on the basis of demonstrated competence and qualifications to complete the project without regard to fee. Therefore, the County is required to issue a Request for Qualifications (RFQ). The draft RFQ is attached for your review. RFQ submittals are due to the Engineering & Infrastructure Office by 5:00 PM on April 24, 2019. The RFQs will then be reviewed and ranked. Engineering & Infrastructure Staff will then work with the most qualified firm to establish a scope of services and a fee for the services to be completed. The goal is to be able to present a recommendation and professional services agreement to the Board of Commissioners for consideration at the June 6, 2019 Agenda Session Meeting.



## **RECOMMENDATION / PROPOSED ACTION**

The Engineering & Infrastructure Director and County Management recommend placing this item on the Consent Agenda of the March 18, 2019 Board of Commissioners Meeting for approval.

### **ATTACHMENTS:**

Description	Type
Request for Qualifications	Backup Material
Feasibility Study	Backup Material



## **REQUEST FOR QUALIFICATIONS (RFQ)**

### ***500 EXECUTIVE PLACE RENOVATION PROJECT***

Cumberland County is soliciting statements of qualifications from architectural/engineering firms experienced in design, bidding, construction administrative oversight and construction inspection for the renovation of a County owned facility located at 500 Executive Place in Fayetteville, NC. The intended use of this facility upon completion is to house the 911 Communications Center, Emergency Operations Center, Emergency Management and Fire Marshall offices. Prior to purchasing the facility, the County completed a feasibility study to determine a preliminary layout of the facility to account for the above uses. This document has been attached for your review.

The selected firm shall provide full construction drawings including all required Architectural, Civil, Mechanical, Structural and Landscaping drawings as required by local authorities having jurisdiction. Architectural services should include preparing all required bid documents including issuing addenda as required and qualification of received submittals. The selected firm shall also provide construction administration services such as site visits/site inspections, RFI management, monthly progress reports/meetings, and documentation of changes throughout the construction process. At the completion of the project, records drawings of the facility shall be provided to the County in both digital (dwg files) and print format.

It is the intent of the County to select an architectural/engineering firm using a Qualifications Based Selection (QBS) process to provide these services for the 500 Executive Place Renovation Project. Selection criteria will include, but is not necessarily limited to, qualifications of the proposed project team, demonstrated experience and expertise in the field of interest, submittal completeness, the firm's resources and capacity, ability of the firm to work in partnership with County staff, management, and other consultants and contractors who may be part of a project, and the ability of the firm to respond in a timely manner to any issues that may arise.

The County shall review the firms and make a determination as to the most qualified firm to perform work on the specific project. The County makes no guarantee of a specific volume of work or a total contracted amount arising from this solicitation. Additionally, the County makes no guarantee that the quantity of work (whether measured in monetary terms or otherwise) will be spread equally or according to any other specific criteria, among the firms on the list.

The selected firm shall be licensed to perform engineering work in the State of North Carolina. The selected firm also shall agree to provide information regarding changes in ownership, operation, or personnel to the County in a timely manner.

Upon selection of a firm for the project, the firm and the County shall negotiate and agree to the scope of work, responsibilities and compensation for the project, after which a Professional Services Agreement for the project will be executed by the firm and the County.

All information and material submitted in response to this solicitation shall become the property of Cumberland County and shall be subject to the provisions of the North Carolina public records law.

### **QUALIFICATIONS PACKAGE REQUIREMENTS**

The Qualifications Package shall consist of the following information, tabbed as identified and in the order indicated. A firm who submits a package that does not follow the order or address each of the sections specified below may be deemed non-responsive.

#### **Section 1 – Letter of Transmittal/General Information**

- Firm name, year established, address, telephone number, fax number and contact person.
- Provide a copy of the firm's Certificate(s) of Insurance.
- Identify if the firm is classified as a Disadvantaged Business Enterprise.
- State any conflicts of interest your firm or any key individual may have with the County.

#### **Section 2 – Personnel Qualifications (20%)**

- Provide an organizational chart identifying members of the team, including sub-consultants, who would be assigned to the project(s). The chart should clearly delineate roles and responsibilities of the various team members.
- Provide resumes detailing professional qualifications of key management and staff personnel to be assigned to the project(s).
- Identify specialty, level of expertise, education and direct work experience on projects in the area(s) of expertise with similar projects.
- Identify location of key project personnel to be used.
- Identify adequacy, availability, and ability of personnel.

***Note: Substitution of other personnel after the selection is made must be approved by the County.***

#### **Section 3 – Consultants/Sub-consultants/Other Participants (20%)**

- Provide a list of consultants or sub-consultants who would be retained to provide services on the project(s).
- Provide a synopsis for each to include size of staff, names and resumes of key personnel, services to be provided, as well as relative and related work experience.
- Specify the percentage of work anticipated to be attributed to these consultants.
- Identify location of personnel to be used.
- Identify any Disadvantaged Business Enterprise (DBE) or minority firms to be used.

#### **Section 4 – Project and Project Management Experience (25%)**

- Describe your firm's plan to approach and complete the project. This should include specific details on technical approach and management, methodology, schedule and deliverables, quality control procedures, and use of alternative engineering methods, if any.
- Describe your firm's cost control measures, billing procedures and project tracking process.
- Describe your firm's experience with developing schedules, preparing estimates and bid documents, and budget control measures.
- Explain your firm's quality control procedures.
- Describe the surveying capabilities or data collection methods of your firm (manpower and equipment).
- Describe your firm's CADD capabilities and proficiencies on any related design software.

#### **Section 5 – Experience and Expertise (25%)**

- Briefly describe representative projects completed by your firm in the last five (5) years related to the area(s) of expertise for which you want to be considered. Include contact names and phone numbers.
- Briefly describe representative publicly owned projects completed by your firm in the last five (5) years related to the area(s) of expertise for which you want to be considered. Include contact names and phone numbers.
- Describe any previous work history on County projects to include contact name.
- Describe why your firm should be selected to include any unique qualities which you feel make your firm well suited to perform the work.

#### **Section 6 – Standard Unit Prices (Fee Schedule)**

- Provide the Firm's standard unit prices for services.

**10% of the submittal score will come from the firm's general qualifications including the completeness of the submittal, firms operating history, insurance & licensing and compliance with the RFQ requirements.**

#### **SUBMITTAL OF QUALIFICATIONS PACKAGE**

Interested firms shall submit a total of four (4) hard copies and one (1) USB Flash Drive containing a PDF of the Qualifications Package no later than **5:00 PM, Wednesday, April 24, 2019**. Late submittals will not be considered.

Qualifications Packages shall be mailed or personally delivered to:

**Cumberland County  
Engineering & Infrastructure Department  
Attention: Jeffery P. Brown, PE, Engineering & Infrastructure Director  
130 Gillespie Street, Room 214  
Fayetteville, NC 28301**

Submittals shall be limited to a maximum of twenty-five (25) standard typewritten pages (8

½" x 11", font size 11 or larger). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. Promotional literature, brochures, etc. will also be considered as part of the page limit. **The front and back cover will not be counted towards the page limit. Packages which exceed the page limit may be rejected as non-compliant.**

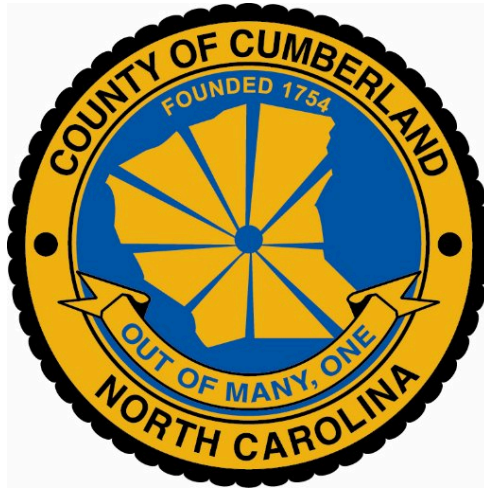
### **EVALUATION AND AWARD OF PROJECTS**

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. Qualification packages will be evaluated by a committee. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

### **QUESTIONS**

Questions regarding this Request for Qualifications shall be submitted in writing to the attention of Jeffery P. Brown, Engineering & Infrastructure Director, by fax at (910) 678-7635, or by e-mail to [jbrown@co.cumberland.nc.us](mailto:jbrown@co.cumberland.nc.us), no later than **5:00 PM, Wednesday, April 10, 2019**. Questions received after this date and time will not be considered for response.

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.



**Cumberland County, North Carolina**

# **Emergency Management and 911 Communications Center**

## **Feasibility Study**

November 30, 2018

Prepared by

**AECOM**

## **Executive Summary**

AECOM was contracted by Cumberland County to provide a feasibility study for an existing site and building located at 500 Executive Place, Fayetteville, NC for potential conversion into the County Emergency Management and Emergency Communications Center. The facility is approximately 17,000 sf and is 25 years old. The building was originally an insurance service center and most recently renovated into a Department of Defense secure office with a data center. The feasibility study would include the following:

- Space program validation for Emergency Management, 911 Communications, and Fire Marshal offices which will include projections for future growth and support spaces such as training rooms and bunk rooms
- Assessment of current conditions of the proposed building
- Evaluation of the building for use as an Emergency Management, 911 Communications Center and Fire Marshal Office to accommodate existing needs and space for future growth.
- Preliminary cost estimate for renovation of the existing building including repairs and upgrade

The AECOM team met with County Officials during a two day workshop on Oct 25-26 and toured the existing Emergency Management and Emergency Communication Center located in the current Sheriff's Office in downtown Fayetteville, NC.

The following goals have been identified in the Workshop to guide the development of this project and allow the County to proceed with the purchase of the property:

- Maximize operational efficiencies in the overall layout
- Consider the most cost effective solution to providing reliable emergency services
- Develop a long term solution for the County to respond to natural disasters or other emergency conditions
- Provide a great facility to promote dispatcher well-being thereby increasing recruitment and retention of first responders

This draft study presents the results of this exploration and finds that this proposed building is indeed adaptable to the proposed use with some significant interior upgrades and a small addition for additional programmatic needs. There is also an alternative plan provided which would allow for a possible co-location of County and City services into the renovated facility.

## Contents

### Executive Summary

1.0	Existing Conditions	4
1.1	Site	4
1.2	Architecture	5
1.3	Mechanical	7
1.4	Electrical	8
1.5	Plumbing	9
1.6	Fire Protection and Fire Alarm	9
1.7	Telecommunications and Security	10
1.8	Radio Communications	11
1.9	Audio Visual Systems	12
2.0	Space Needs	13
2.1	Space Standards	13
2.2	Program	14
2.3	Threat and Risk Assessment	14
3.0	Concept Design	16
3.1	Concept Design Description	16
3.2	Alternative Concept Design Description	18
4.0	Preliminary Cost Estimate	19
5.0	Appendix	20
	Space Program (Concept Design)	
	Conceptual Plans	
	Cost Estimate	



## 1.0 Existing Conditions

### 1.1 Site:

The site is located at 500 Executive Place, Fayetteville, NC of approximately 2.722 Acres. It was originally developed as an insurance company service center including three drive through bays for vehicle inspection along with the office space. The parking lot is concrete and includes approximately 130 spaces. The property was renovated for a secure government use in 2009 when the K-4 rated security black picket fence was added around the perimeter. Two swing gates activated by proximity cards were included in this renovation, and the second curb cut at Executive Place was removed. A small guard house was also added at the main entrance. At some point a single free standing carport was added near the rear of the vehicle bays which openings were closed off to provide additional office space. The employee entrance at the rear was reworked to add a handicap accessible ramp. The existing grading and drainage appear to be working correctly, and no adverse site conditions were observed other than some flaking and peeling of some of the fence coatings and deterioration of the parking lot stripping.

It is recommended that the existing site utilities be verified for the exact location to not conflict with proposed additions.

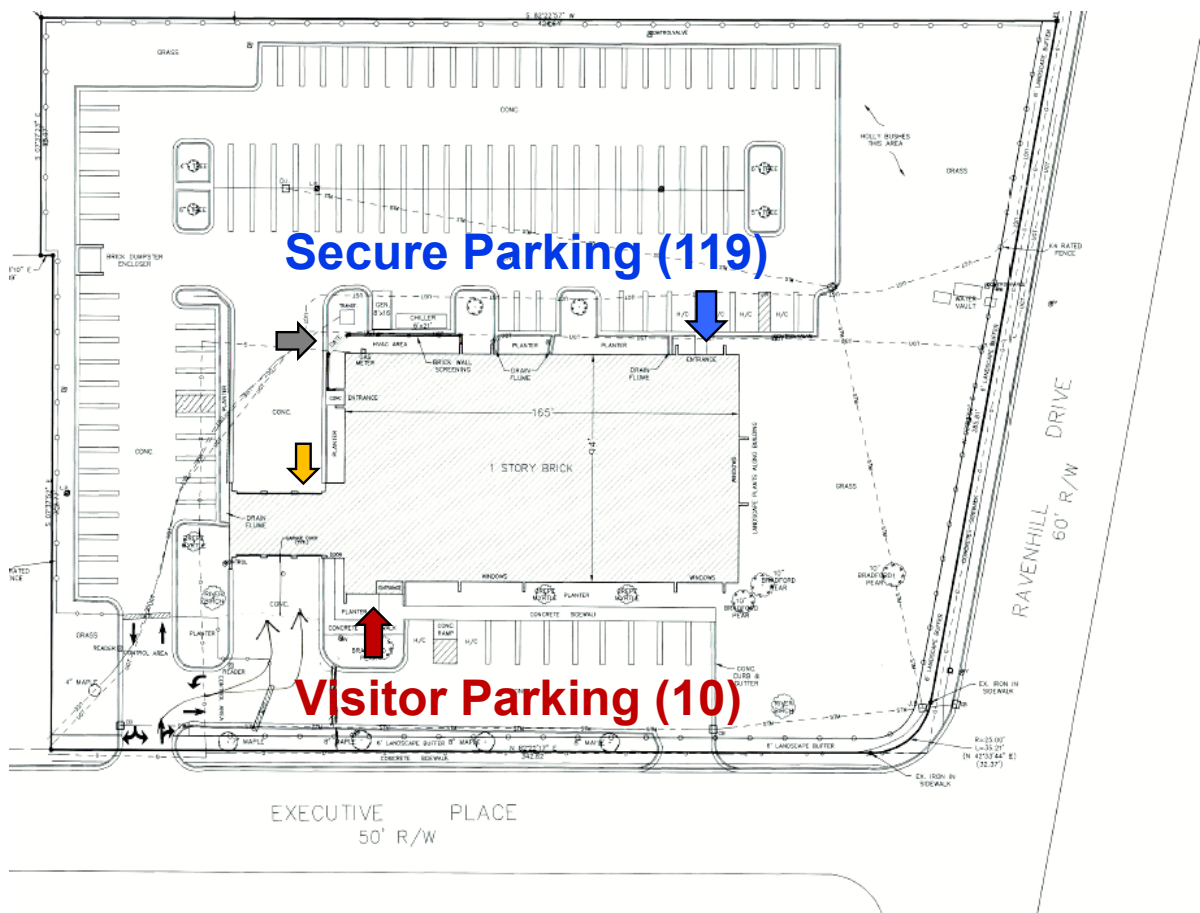


Figure 1 – Existing Site Plan



Figure 2 – West Perspective



Figure 3 – North Perspective

## 1.2 Architecture:

The building was originally constructed in 1992-93 for the State Farm Insurance Company as an insurance service center including primarily office space (15,619 SF) and a vehicle inspection area (1,381 SF). The building is a single story steel frame structure with a brick exterior backed by gypsum board on metal studs. Typical openings have dark bronze aluminum storefront frames and doors with tinted insulated glazing. These are typically framed with brick sidewalls and steel roof awnings. The roof is low slope EPDM membrane over rigid insulation and gypsum board on top of metal deck. The membrane is covered with large gravel ballast. The roof structure is open web steel joists between the steel beam framing. The exterior appears to be generally in good condition with some of caulk joints in need of replacement. The 2009 renovation altered the exterior primarily at the vehicle bays where the openings were filled in with brick. The existing windows were left place but they were covered over on the inside along the front and back elevations. The roof appears to be in good condition with no notable leaks detected on the interior. Some minor modifications have made to remove the flues from the previous mechanical system. Given the age of the roof and the need to update the wind rating for the membrane it is suggested that the roof be replaced as part of the new renovations for continuity of operations during a major wind or rain event.



Figure 4 – North West Perspective

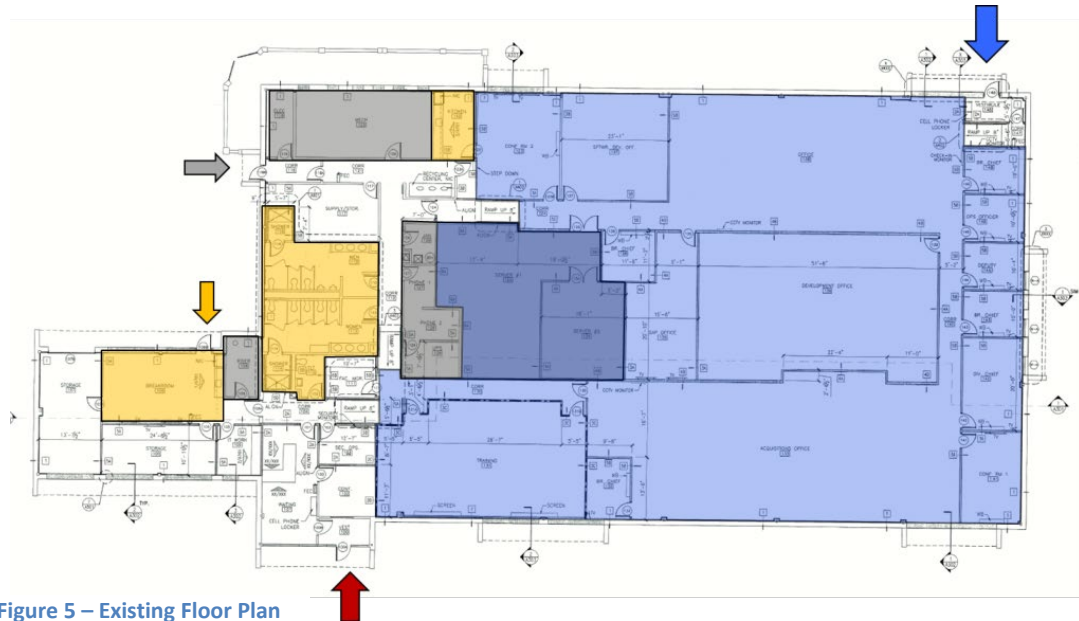


Figure 5 – Existing Floor Plan

Most of the building finishes were updated during the 2009 renovation. It appears that many of the new walls were constructed to extend through the ceiling to the underside of the structure with sound attenuation to obtain a higher level of security and acoustic separation. It appears that the acoustical ceiling panels were mostly replaced at that time. Many doors are equipped with hardware to mitigate sound transfer through spaces which could possibly be reused. During the previous renovation, raised access flooring was added throughout most of the building to accommodate electrical and telecom wiring, and by doing so several accessible ramps and handrails were added. This floor is 8" high and consists for wood fiber panels (Bergvik is the manufacturer) on steel pedestals. We noted that there is attic stock of these panels in the large storage room in the former garage bay. Even though most of the finishes are in good condition, the reconfiguration of spaces required to accommodate the new building functions will require interior finish upgrades. We are suggesting that the access flooring panels be salvaged as required and reinstalled to accommodate the new layout.

There is a large amount of systems furniture (approximately 46 work stations) that is in very good condition in the building that is assumed to convey with the building. A small amount of these workstations could be reused in the new open office spaces.

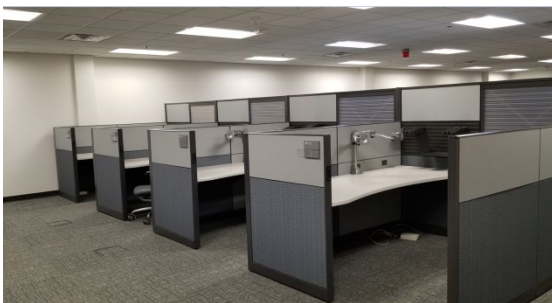


Figure 6 – Existing Furniture

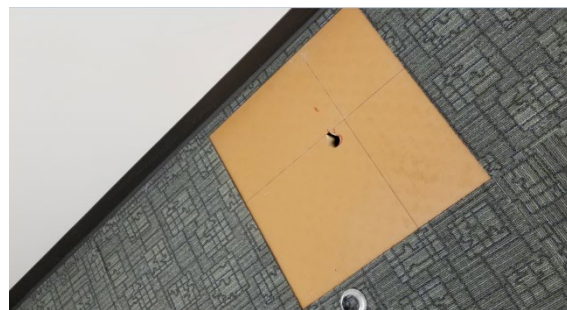


Figure 7 – Existing Access Flooring



### 1.3 Mechanical

The building is conditioned by two variable air volume (VAV) air handling units (AHU) located in the mechanical room. The units have chilled water coils for cooling. The chilled water is provided from an air cooled chiller located just outside of the mechanical room. Only one air handling unit is in operation at a time and the second unit provides 100% backup. The building is heated by electric reheat coils located within the VAV boxes that serve the zones within the building. The server rooms were conditioned by air conditioning units (in-rack cooling) that are part of the server racks. These units provide cooling from chilled water coils within the unit. Some of the existing units appear to have been leaking, but all the computers have been removed. All the units appear to be in good condition.

When the final layout of the building is completed the heating and cooling loads of the building will need to be calculated to verify that the existing AHUs will adequately provide the required conditioning for the building. The existing cooling units for the server room should be removed and new chilled water computer room air conditioning (CRAC) unit should be installed. The new units (3) will be located in a room adjacent to the Server Room. A separate air handler will serve the new addition.

It is suggested that the air intakes be reviewed in conjunction with the generator exhaust so that there is not a potential for “short circuiting” the exhaust into the building.



Figure 8 – Air Cooled Chiller in Mechanical Yard

#### 1.4 Electrical

The main building electrical feed comes from Executive Drive to the outside transformer located at the southeast corner of the building. It was reported, that there may be two separate power sources to the site. The team could only find evidence of 2 telephone lines, but not power sources. This condition should be verified if two substations feed this immediate vicinity. Secondary feeds from the transformer connect to the electrical room in this same area. This room houses the generator automatic transfer switch, main distribution panel and transformer. If any additional panels may be required, a secondary electrical room may need to be provided as the existing room is at maximum capacity for space. Panel clearances will need to be checked before completing the final design.

Emergency power is provided by an uninterruptable power supply (UPS) system (160 KVA) located in an UPS room adjacent to the server room. The run time for this unit needs to be verified. It was noted that an additional UPS unit would be required to provide two separate (A and B) feeds to the computer equipment. A 500 KVA generator located outside at the southeast corner of the building provides back up power to the entire building. The generator has a 600 gallon “belly” fuel tank. In order to meet the NFPA 1221 Standard for Emergency Communication Centers it will be necessary to install a 2000 gallon Convault above ground fuel storage tank, since NFPA 1221 requires a minimum of 72 hours of full load run time for the generator. The existing computer racks in the server room may be reused with some modification and provided with a separate A and B buss overhead for required redundancy.

Lighting protection does not currently exist on the building and will need to be provided in the renovation and upgraded center. In addition, reference grounding (R56 Standard) will need to be incorporated into the design including a ground ring around the building to comply with the radio system installation.



Figure 9 – Existing Electrical Room



Figure 10 – Existing Generator

## 1.5 Plumbing

The existing restrooms are in good condition with 1 single toilet room, a multi-stall men's restroom, and a multi-stall female restroom. There is currently one shower in each of the multi-stalled restrooms, but during programming it was requested for an additional shower to be provided in each. There is a large breakroom located in the former garage and a smaller kitchen located on the south side of the building. The cabinets and sinks appear to be in good condition. There are two water coolers in the building that are not ADA compliant. It's recommended to replace one water cooler as part of the renovation with a bi-level type including a bottle filler. At the time of the walk through it was noted that there was some discoloration in the building water supply, and it would be recommended that the water be checked for possible iron or rust in the water. This could be remediated with a filter and water softener system.



Figure 11 – Existing Single Toilet Room

## 1.6 Fire Protection and Fire Alarm

The entire building is protected by a dry pipe pre-action sprinkler system. The two Server Rooms are additionally protected by a dry chemical fire suppression system (Ansul Sapphire using 3M Novec 1230). Tanks for this clean agent system are currently located within the server rooms, but it is recommended that the tanks be relocated into an adjacent room when the server room is reconfigured as to leave more usable space for servers and technicians.

## 1.7 Telecommunications and Security

The existing server room is divided into two rooms, one inside the other. The inside room has additional security locks on the doors and separate in row cooling systems. The arrangement consisted of 4 rows in the outer room and two rows in the inner room. There are no cabinets in the inner room, only the in row cooling units. The outer room has approximately 17 server racks of various configuration in the room. Some of these cabinets may be reusable for applications not requiring active equipment to be housed in the cabinets. The current cooling design uses in row cooling units that provide cool air adjacent to the racks. These units show signs of leakage and are designed for high density cooling applications so would not be appropriate for the type of systems used in an Emergency Communications center. It is anticipated these units would be replaced with room CRAC's which avoids plumbing water over or adjacent to the server racks. The Mechanical section of this report will address this approach in more detail. For those racks requiring active equipment a different style cabinet may be required to optimize cooling. To achieve this the cabinets would either need to be replaced or modified to add solid rear doors and vertical exhaust ducts to exhaust hot air into an overhead plenum. CRAC's will be sized appropriately to accommodate selected styles of racks and equipment.

Since this facility had a Passive Optical Network (PON) deployed for DoD work there are two cabinets where it is likely all the fiber runs are terminated from all the various workstation locations. This infrastructure is likely still usable but will need to be traced and certified verified to determine there has been no damage to the runs. The advantage of this approach is it keeps all active computing equipment in the server room. The disadvantage is the current MCC-7500 consoles would require adaptors to remote the audio interface boxes to run over a fiber network. While technically feasible, Motorola would need to be consulted to determine if they would support this capability. The County is currently working on a cost/benefit analysis for utilizing the existing cabling.

The existing building has a dedicated telecom room that serves as the Main Point of Entry (MPOE) as well as houses a Nortel PBX that may be serviceable but is not compatible with the County's current telecom deployment standards of IP based telecom. It is recommended that this equipment be removed so the room can be reconfigured to support a redundant UPS. Since the service providers use fiber the telecom room can be condensed significantly to just a few boxes on the wall with fiber connections to the Data Center where the IP telecom servers would be located. There are only two 4 inch conduits coming to this room from the hand hole at the property line so growth is somewhat limited but as long as service providers are willing to share the conduits this should not be a major issue. It is recommended that a second MPOE be added to the opposite corner of the building to provide a geographically redundant path for telecom.

There are 6 existing cameras located around the perimeter of the building. They are likely analog based on the equipment in the security room where they are routed and appear to be serviceable as 3 of them were providing images on the existing display. Further analysis would need to be performed to determine if it is more cost effective to replace them with digital

cameras or adapt them into the County's standard video management system. Also located in the security room are the alarm panels and the generator remote control panel. Some of these may need to be relocated to supervisor spaces to fit with 9-1-1 workflows.



Figure 12 – Existing Server Room

#### 1.8 Radio Communications:

The current 9-1-1 center has back up conventional UHF and VHF radios that are able to connect to existing conventional infrastructure in case there is a failure in the VIPER network that would limit dispatch capability. This functionality would need to be duplicated at the new facility. To accomplish it is recommended that an 80 to 100 foot tower be erected at the new location. The tower would provide mounting locations for conventional radio antennas at a high enough level to reach the Cliffdale tower where the main county backup repeaters are located. The elevation would likely allow for microwave links to be established between the new location and the Courthouse or Sheriff's office building among other sites around the new location to provide redundant connectivity to the City. Having a tower would allow long wire antennas to be rigged for the amateur radio operators during times of emergency operations center activation.



### 1.9 Audio Visual

Proposed building was last used as DoD secure work facility. As such there is extensive fiber optic network infrastructure in place routed to various work areas under raised floor. There is one training room and three conference rooms that have Analog infrastructure in place for AV equipment. However, the infrastructure is out of date and is not compatible with current County Standards so it would not be useable. Most of the wall mounts do not have the matching mounting brackets for the actual monitors so it is not likely they would be reusable. It is anticipated that the spaces would need to be rearranged to match the work flows needed by the County and all of the analog AV infrastructure will not match the new layout. There is a possibility to reuse the extensive fiber optic infrastructure since it would be easily relocatable under the raised floors to better match the workflow. The current County Standards are to use CAT6 cabling but since there is a significant amount of fiber in place it may be feasible to reallocate some of this cable to supporting AV functionality at the required location, but this will have to be studied and verified.

One or two racks should be allocated in the Data Center to support AV management system to allow the routing of various video sources to the monitors in the building.



Figure 13 – Existing Conference Space

## 2.0 Space Needs

AECOM conducted a space needs workshop on October 25-26, 2018 with County stakeholders to establish the functional requirements of the Emergency Management and Emergency Communications (911) spaces to support the vision and mission of the department. Largely, the program was reviewed from the previous 2016 Consolidated Programming and Planning Study. These areas were the focus of the discussion:

- Administrative Offices
- Emergency Communications Center
- Training
- Emergency Operations Center
- Media Relations
- Technology Spaces
- Common Spaces

### 2.1 Space Standards

AECOM reviewed the standards that were previously presented in the 2016 Study and verified those with our own best practices to develop the following space types to be applied to the design:

<u>PERSONNEL TITLE</u>	<u>STANDARD SF/PERSON</u>
Manager/Director	250 SF
Private/Manager Office	150 SF
Private Office	120 SF
Workstation	64 SF
Communications Workstation	64 SF

## 2.2 Program

During the workshop a program document was developed. Ultimately the program document which included in its entirety in the appendix concluded that program spaces required exceeded the current footprint of the existing facility and an addition would be required to satisfy the space needs. The gross square footage for the facility is as follows:

Administrative Offices	3,456 sf
Emergency Communication Center	2,603 sf
Training	415 sf
Emergency Operations Center	3,145 sf
Media Relations	1,125 sf
Technology Spaces	1,814 sf
Common Spaces	4,086 sf

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Subtotal Main Building	16,643 sf
Building Grossing Factor 10%	1,649 sf

TOTAL Main Building	18,308gsf
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## 2.3 Threat and Risk Assessment

Following up on the initial assessments that were completed previously AECOM provided a summary of major concerns and mitigations that could be provided at this site. The major issues include the following:

### Natural Threats

- Inundation Flooding – Verify there is positive drainage at the storm sewers, it appears the project site is out of 500 year flood zone
- Ice Storms – Provide bunk space, UPS and emergency power
- Hurricanes – Consider upgrades to the roof membrane design for wind resistance and use film at existing windows for impact resistance, design tower for high wind speeds, consider impact protection such as a covered utility yard for generator, chiller, and transformer
- Tornado – Facility is not planned to be upgraded structurally to mitigate tornado damage, but use similar measures for hurricanes to minimize damage from wind events
- Lightning – Provide new lightning protection for the building
- Earthquakes – Low risk, no mitigation measures are planned

#### **Terrorism /Civil Threats**

- Chemical/Biological – Low Threat, but locate fresh air intakes high and avoid short circuiting with generator exhaust
- Explosives/Firearms – Existing security fence establishes the standoff zone required, it's best practice for new windows to be ballistic rated at 911 Center per NFPA 1221, consider adding ballistic protection at vestibules
- Vehicles – Existing security fence is K-4 Rated providing adequate mitigation from impact. Limit visitor parking to front parking lot, and close off with gate during heightened security periods
- Interruption of Power – Verify UPS run time and provide 72 hours fuel supply for Generator
- Interruption of Water – Consider water bottle storage on site
- Interruption of Communication – Consider a secondary feed (diverse) to second MPOE remotely located in the building to provide redundancy
- Forced Entry - Existing security fence modification would close off pedestrian access to side and rear of building, security vestibule at visitor entrance should have buzz-in access, exterior appears to have adequate perimeter lighting and security cameras although some upgrades to camera cabling may be required for compatibility
- Personal Threats – Controlled access to parking, and similar mitigation to forced entry and access control

#### **Accidental Threats**

- Fire – The building is equipped with a pre-action system for 911 Center and server room with dry agent system in the server room to provide appropriate protection
- Water – It's recommended to replace existing in-line cooling in server room with computer room air condition (CRAC) units located in separate adjacent room, consider a water detection system in raised floor areas near plumbing
- Chemical release - This can be mitigated with green cleaning principles and dedicated exhaust in janitor spaces
- Maintenance Failures – Consider a secondary chiller for redundancy

### 3.0 Concept Design

#### 3.1 Concept Design Description

After examination of the existing interior spaces, the current configuration would inhibit adequate operational flow and a reconfiguration of spaces is recommended. AECOM presented an initial layout concept at the conclusion of the workshop (Day 2) and comments from that workshop were incorporated into the design. Subsequent discussions with County Staff generated the layout that follows this section. Critical functional adjacencies including building circulation and staff work flow drove the overall design within the confines of the existing building.

Beginning with the administrative zone and the front entrance, we enlarged the lobby for media and briefing and utilized adjacent spaces for the JIC and non-emergency phone bank. The JIC Conference room can also serve as the conference room for administrative staff as well as the Fire Marshal's office for in person plan reviews. To the left of the lobby in the former break room we located the EM Coordinator and Fire Marshal's office suite. The EM Director's office suite is located to the right of the lobby in close proximity to visitors and on the front on the building with windows that are reopened.

In the northwest corner of the facility are the functions for the EOC. This location allows emergency service worker (ESF) to access their function without getting into the 911 portion of the building. The EOC check in is located along the corridor to process people into the EOC. Flanking the EOC and major feature is the Hot EOC which is the command table that is always "stood up" and can be closed off from the EOC when it is used as training. There are two break out rooms and the policy room and the HAM Radio office that complete the EOC suite.

The new 911 emergency communication center (ECC) is located in the southwest corner adjacent to the EOC through the live training room. There is a kitchenette and copy and work room that is shared between the ECC and the EOC. Overall the ECC layout can accommodate 15 consoles which will allow for growth from the existing center. The ECC supervisors have a shared office directly off the center, and there is a small quiet and health room adjacent to the ECC staff entry. The Training staff office suite is located along the staff corridor near the new employee entrance. In keeping with the focus on staff comfort, there is a large kitchen and break area adjacent to the staff entrance. A covered outdoor break area is proposed next to the entrance as well. A fitness area is provided in the new addition to allow the employees to de-stress. Half size lockers with mail slots are used for all staff near the breakroom so that coats and materials can be easily accessible but not be located on the dispatch floor. The existing restrooms are sufficient for this use and will have updated finishes and an additional shower for both the men's and the women's side.

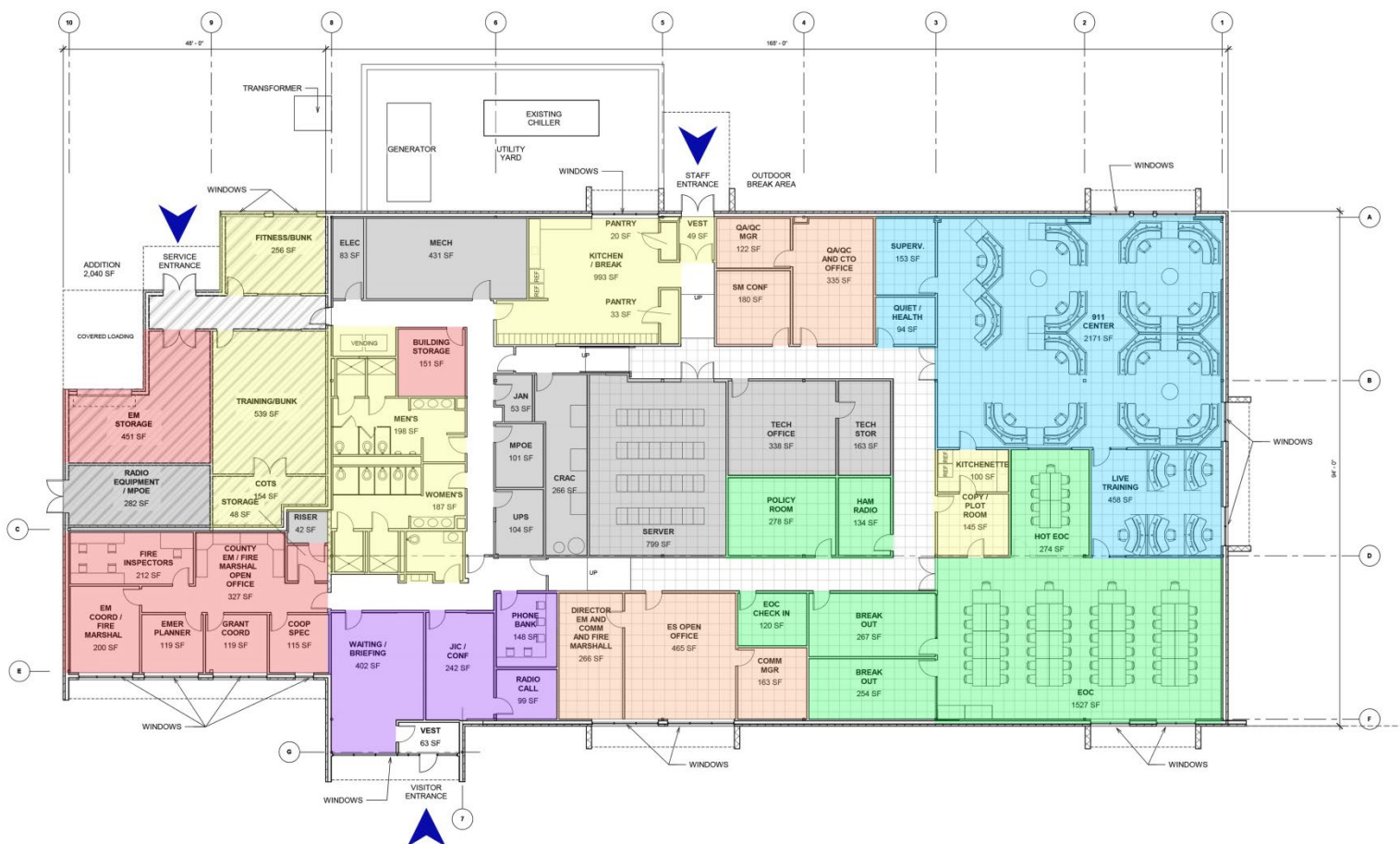
The heart of the technology required for this facility is primarily located in the center of building and it takes advantage of the server room spaces. A new technology office is provided adjacent to the data center for easy access. A direct route to the data center is provided from the staff

entry to facility equipment change outs. For critical communications a new tower is added to the site and a radio equipment and MPOE room is provided in the addition.

The building addition houses the storage areas for emergency management and a secondary training room that can be converted in a bunk area with cots stored in an adjacent closet. For ease of loading material the addition has a covered entrance and loading area.

The interior finishes will be upgraded during the renovation as needed and the access floor will be reused throughout with modifications to the new configuration. Many windows will be reopened that were previously blocked off with safety film applied for impact resistance. And, additional windows will be provided at the former garage bay openings to allow as much light as possible into the occupied office spaces. In the dispatch center, the ceiling will be raised to the extent possible to provide a larger sense of openness, and acoustic panels will be used to dampen noise levels in this area.

See conceptual floor plan below. A larger copy is provided in the appendix of this document.



**Figure 14 – Conceptual Floor Plan**



### 3.2 Alternative Concept Design Description

An alternative concept was requested to show a design that could accommodate a Co-located Communication Center for Cumberland County and The City of Fayetteville. The idea was to show an addition on the west side of the building for a larger ECC for approximately 37 consoles. An additional supervisor office is provided so that there is one each for County and City supervisors. In addition, an office suite is provided for City Emergency Services including a director's office, assistant director/manager office, and open office space of equal size to the County Emergency Services office suite.

In this concept, a centralized kitchen / break area is provided in close proximity to the staff entrance with additional lockers to accommodate City staff. To serve the enlarged footprint, the existing mechanical room is enlarged for an additional air handler, and a redundant chiller is shown in the utility yard. Because the existing electrical room is at maximum capacity, a new electrical room is provided in this concept to serve the addition.

See conceptual floor plan below. A larger copy is provided in the Appendix of this document.



Figure 15 – Alternative Conceptual Floor Plan

## 4.0 Cost Estimate

For this conceptual estimate, AECOM utilized historic square foot cost data and recent project actual costs for similar type projects to develop the overall estimate. This estimate is based on the conceptual plan presented and the scope of work described in the existing building systems section. Generally, it is assumed that a majority of the interior will be demolished and reconfigured, but reusing some the high dollar areas like the restrooms and mechanical and electrical spaces. In addition access flooring will be reused and is provided throughout a majority of the spaces. A new roof is recommended as well as opening up the blocked in windows. The new addition will be designed to match the existing exterior. Minimal modifications will be required to the building exterior except for the a new staff entrance and outdoor break area. Minimal site improvements include required rework to accommodate a tower, the addition, and modified security fencing.

The following is a breakdown summary of the estimate, and more a detailed cost breakdown including estimated technology costs is provided in the Appendix:

Construction – Site, Demolition, Addition + Technology	\$ 8,330,420
Soft Costs - Design and Permits	\$ 2,294,640
Owner’s Construction Contingency and Escalation	<u>\$ 666,434</u>
<b>Total Conceptual Design Costs</b>	<b>\$ 11,291,494</b>

The Alternative Conceptual Design would be the similar to above and would include costs for the 4,760 sf building addition on the west side to accommodate the larger ECC for the Co-located Communication Center. It would also include an additional air handler, a chiller, and 45 consoles in the ECC and Training Room combined.

The following is a breakdown summary of the estimate, and more a detailed cost breakdown including estimated technology costs is provided in the Appendix:

Construction – Site, Demolition, Addition + Technology	\$ 13,077,165
Soft Costs - Design and Permits	\$ 3,351,190
Owner’s Construction Contingency and Escalation	<u>\$ 1,046,173</u>
<b>Total Alternative Conceptual Design Costs</b>	<b>\$ 17,474,529</b>



## 5.0 Appendix

Space Program

Conceptual Plans

Cost Estimate

## EMERGENCY COMMUNICATION CENTER PROGRAM SUMMARY

NSF      Grossing  
Factor      GSF      Total

1.0	ADMINISTRATIVE OFFICES	2,660	33	%	796	3,456	
2.0	EMERGENCY COMMUNICATION CENTER	1,642	25	%	961	2,603	
3.0	TRAINING	290	20	%	125	415	
4.0	EMERGENCY OPERATIONS CENTER	2,155	31	%	990	3,145	
5.0	MEDIA RELATIONS	850	30	%	275	1,125	
6.0	TECHNOLOGY SPACES	972	88	%	842	1,814	
7.0	COMMON SPACES	3,560	22	%	526	4,086	
	Subtotal	12,129	36	%	4,514	16,643	
	Building GSF @ 10%				1,664		
	TOTAL BUILDING	12,129			6,179	18,308	

		Space Code	Area/ Unit	Proposed # Units	NSF	Grossing Factor		GSF	Total	Comments
1.0	ADMINISTRATIVE OFFICES									
1.1	Emergency Services									
1.1.1	Emergency Services Director	CO	250	1	250	30	%	75	325	
1.1.2	Telecomm Manager	CO	150	1	150	30	%	45	195	
1.1.3	CTO (Certified Training Officer)	SO	64	2	128	50	%	64	192	Access to Conference Room
1.1.4	Assistant Telecomm Manager	WS	64	1	64	50	%	32	96	Future
1.1.5	QA/ 9-1-1 Specialist	CO	120	1	120	30	%	36	156	Counseling
1.1.6	QA Technicians	WS	64	1	64	50	%	32	96	Future
1.1.7	Administrative Coordinators	WS	64	1	64	50	%	32	96	
1.1.8	Assistant Administrative Coordinator	WS	64	1	64	50	%	32	96	
1.1.9	Conference		20	10	200	30	%	60	260	
1.1.10	Waiting - Reception		15	4	60	30	%	18	78	
1.1.11	Storage		50	1	50	10	%	5	55	Office Supplies
1.1.12	Work/ Copy / File Area		100	1	100	10	%	10	110	
Emergency Services					1,314	35	%	441	1,755	
1.2	County EM/ Fire Marshal Admin									
1.2.1	Emergency Management Coordinator / Fire Marshal	CO	200	1	200	30	%	60	260	
1.2.2	Emergency Management Planner	CO	120	1	120	30	%	36	156	
1.2.3	Grant Coordinator	CO	120	1	120	30	%	36	156	Future
1.2.4	COOP Specialist	CO	120	1	120	30	%	36	156	Future
1.2.5	Fire Inspectors	SO	48	3	144	50	%	72	216	Layout Space for plan reviews
1.2.6	Layout Space	WS	64	1	64	10	%	6	70	
1.2.7	Clerical Support/ Analyst	WS	64	1	64	50	%	32	96	Future
1.2.8	Community Outreach	WS	64	1	64	50	%	32	96	
1.2.9	Emergency Management Office Storage		50	1	50	10	%	5	55	Outreach and Plan Storage
1.2.10	Emergency Management Deployment Storage		400	1	400	10	%	40	440	Chainsaws
County EM/Fire Marshall Admin Subtotal					1,346	30	%	355	1,701	

		ADMINISTRATIVE OFFICES SUBTOTAL		2,660	33 %	796	3,456		
		Space Code	Area/ Unit	Proposed # Units	NSF	Grossing Factor	GSF	Total	Comments
2.0	EMERGENCY COMMUNICATION CENTER								
2.1	Communication								
2.1.1	Shift Supervisors Workstations	WS	96	2	192	75 %	144	336	On Floor
2.1.2	Supervisors Office	CO	150	1	150	30 %	45	195	Cabinet drawers for each shift supervisor. Doubles as counselling
2.1.3	Communication Workstations	WS	64	15	960	75 %	720	1,680	9 Existing Consoles, Animal Control
2.1.4	AV Display		100	1	100	10 %	10	110	
2.1.5	Storage Cabinets		50	1	50	10 %	5	55	
2.1.6	Toilet Room		70	0	0	35 %	0	0	Use Common Restrooms in Secured Perimeter
2.1.7	Lactation Room / Quiet Room		90	1	90	30 %	27	117	
2.1.8	Kitchenette		100	0	0	35 %	0	0	Common Space, Shared with EOC
2.1.9	Mailboxes		0.5	0	0	10 %	0	0	Incorporated in the Lockers
2.1.10	Printer/ Scanner/Copy Area		50	1	50	10 %	5	55	
2.1.11	Storage/supplies		50	1	50	10 %	5	55	
		EMERGENCY COMMUNICATION CENTER SUBTOTAL		1,642	25 %	961	2,603		
		Space Code	Area/ Unit	Proposed # Units	NSF	Grossing Factor	GSF	Total	Comments
3.0	TRAINING								
3.1	Training								
3.1.1	Communication Training Lab		48	5	240	50 %	120	360	Both recurrent training as well as training console. Glass connection to the floor. Adjacent to ECC and near EOC. One position acts as a Supervisor position.
3.1.2	Storage		50	1	50	10 %	5	55	
		TRAINING SUBTOTAL		290	20 %	125	415		

		Space Code	Area/ Unit	Proposed # Units	NSF	Grossing Factor	GSF	Total	Comments
4.0	EMERGENCY OPERATIONS CENTER								
4.1	EOC								
4.1.1	EOC/Training Room	WS	18	40	720	75 %	540	1,260	
4.1.2	HOT EOC	WS	18	10	180	75 %	135	315	
4.1.3	Manual and Plan Storage		50	1	50	10 %	5	55	
4.1.4	AV Display		60	1	60	10 %	6	66	
4.1.5	Secure Storage		50	1	50	10 %	5	55	Laptops, Radios
4.1.6	Table and Chair Storage		150	1	150	10 %	15	165	
4.1.7	Policy Space		275	1	275	30 %	83	358	
4.1.8	Breakout Spaces		275	2	550	30 %	165	715	
4.1.9	HAM Radio Spaces		120	1	120	30 %	36	156	Room for 2 small positions near EOC
EMERGENCY OPERATIONS CENTER SUBTOTAL					2,155	31 %	990	3,145	
		Space Code	Area/ Unit	Proposed # Units	NSF	Grossing Factor	GSF	Total	Comments
5.0	MEDIA RELATIONS								
5.1	Media Relations								
5.1.1	Briefing Space		400	1	400	30 %	120	520	Incorporated in Public Lobby
5.1.2	Phone Bank		150	1	150	30 %	45	195	
5.1.3	JIC Positions	WS	15	10	150	50 %	75	225	Doubles as Conference Room
5.1.4	Radio Call-In Interview		100	1	100	30 %	30	130	JIC Office
5.1.5	JIC Storage		50	1	50	10 %	5	55	
MEDIA RELATIONS SUBTOTAL					850	30 %	275	1,125	

		Space Code	Area/ Unit	Proposed # Units	NSF	Grossing Factor	GSF	Total	Comments
6.0	TECHNOLOGY SPACES								
6.1	Technology Office								
6.1.1	IT Manager	WS	48	1	64	50 %	32	96	
6.1.2	GIS Technician	WS	48	1	48	50 %	24	72	
6.1.3	CAD/ Database Tech	WS	48	1	48	50 %	24	72	
6.1.4	Vendor Workstation	WS	48	1	48	50 %	24	72	
6.1.5	Workbench		64	1	64	50 %	32	96	
6.1.6	Technology Secure Storage Area		160	1	160	10 %	16	176	
Technology Office Subtotal					432	43 %	152	584	
6.2	Equip Rooms								
6.2.1	Rack Systems		12	10	120	150 %	180	300	
6.2.2	Future Racks/ Switchout		12	15	180	150 %	270	450	
6.2.3	CRAC Unit		80	3	240	100 %	240	480	redundant HVAC
Equip Rooms Subtotal					540	133 %	690	1,230	
TECHNOLOGY SPACES SUBTOTAL					972	88 %	842	1,814	

	Space Code	Area/ Unit	Proposed # Units	NSF	Grossing Factor	GSF	Total	Comments
7.0	COMMONS							
7.1	Front of house							
7.1.1	Secure Vestibule	60	1	60	30 %	18	78	
7.1.2	Lobby/ Waiting / Briefing	0	1	0	30 %	0	0	Shared space with JIC Briefing, see 5.0
7.1.3	Toilet Rooms	70	1	70	35 %	25	95	
Front of House Subtotal				130	32 %	43	173	
7.2	Back of house							
7.2.1	Kitchen	300	1	300	10 %	30	330	
7.2.2	Dining	300	1	300	10 %	30	330	Include vending
7.2.3	Lockers	4	30	120	10 %	12	132	60 half size Lockers
7.2.4	Toilet Rooms	200	2	400	35 %	140	540	
7.2.5	Shower/ Changing Rooms	40	4	160	35 %	56	216	
7.2.6	Kitchenette	100	1	100	10 %	10	110	Near 911 Center and EOC
7.2.7	Fitness Room	250	1	250	10 %	25	275	
7.2.8	Cot Storage	150	1	150	10 %	15	165	50 for large activation on site
7.2.9	Training / Bunk Room	500	1	500	10 %	50	550	
7.2.10	Mechanical Room	430	1	430	10 %	43	473	
7.2.11	Electrical Rooms	80	1	80	10 %	8	88	
7.2.12	MPOE	100	2	200	10 %	20	220	
7.2.13	UPS room	100	1	100	10 %	10	110	
7.2.14	Emergency Generator	0	0	0	10 %	0	0	outside
7.2.15	Fire Riser Room	40	1	40	10 %	4	44	
7.2.16	Radio Equipment Room	100	1	100	10 %	10	110	
7.2.17	Janitorial Spaces	50	1	50	10 %	5	55	
7.2.18	Building Storage	150	1	150	10 %	15	165	
Back of House Subtotal				3,430	13 %	483	3,913	
SUBTOTAL COMMONS				3,560	22 %	526	4,086	







**Cumberland County**  
**Emergency Management and 911 Communications Center**  
**Programming and Planning Study**

**11/30/2018**

**Preliminary Budget Estimate - Concept Design**

Executive Place Site

	SF	Cost Unit	Total
<b>Hard Costs:</b>			
Construction			
General Construction	17,000	\$105 SF	\$1,785,000
HVAC	17,000	\$36 SF	\$612,000
Plumbing/FP	17,000	\$6 SF	\$102,000
Electrical	17,000	\$30 SF	\$510,000
Comm/Safety & Security	0	\$22 SF	\$0
Building Addition	2,040	\$225 SF	\$459,000
Roof Replacement/Hardening	17,000	\$8 SF	\$136,000
Interior Demolition	12,500	\$3 SF	\$37,500
SUBTOTAL			
Site Work		\$60,000 LS	\$60,000
Technology		\$4,183,920 LS	\$4,183,920
Furniture, Fixtures and Equipment (FF&E)			
Dispatch and Training Consoles	20	\$18,000 EA	\$360,000
Office Furniture		\$5 SF	\$85,000
<b>Hard Costs Subtotal</b>			<b>\$8,330,420</b>
<b>Soft Costs:</b>			
A/E Fees		9.5 %	\$791,390
FFE Fees		8.0 %	\$35,600
CM Fees		LS	\$0
Technology Integration/Implimentation		LS	\$250,000
Owner's Design Contingency		12 %	\$999,650
HVAC Commissioning		LS	\$150,000
Materials Testing		LS	\$5,000
Permits/Utility Connection Fees		LS	\$50,000
Geotechnical Study/Tower		LS	\$8,000
Boundry and Topographic Survey/Utilities Location		LS	\$5,000
Environmental Consulting		LS	\$0
Energy Modeling		LS	\$0
<b>Soft Costs Subtotal</b>			<b>\$2,294,640</b>
Owner's Construction Contingency		5 %	\$416,521
Escalation (1 year)		3 %	\$249,913
<b>Owner's Construction Contingency and Escalation Subtotal</b>			<b>\$666,434</b>
<b>TOTAL</b>			<b>\$11,291,494</b>

**Cumberland County**  
**Emergency Management and 911 Communications Center**  
**Programming and Planning Study**

**11/30/2018**

**Preliminary Budget Estimate - Concept Design**

Executive Place Site

	SF	Cost Unit	Total
<b>Technology Costs:</b>			
Communication			
Comm and EOC Workstations Equip	20	\$5,000 LS	\$100,000
Customer Premise Equipment	1	\$75,000 LS	\$75,000
Logger/Recorder (Enterprise)	1	\$350,000 LS	\$350,000
Computers for Comm Only	40	\$3,000 LS	\$120,000
Network Equipment	1	\$200,000 LS	\$200,000
Synchronized Clock System	1	\$25,000 LS	\$25,000
Radio Antenna System	1	\$50,000 LS	\$50,000
Radio Consoles	20	\$95,000 LS	\$1,900,000
CSSI Console Connections	3	\$50,000 LS	\$150,000
Amateur Radio Emergency Svs (ARES) Equip	1	\$10,000 LS	\$10,000
Computer Aided Dispatch	20	\$2,500 LS	\$50,000
Satellite Phones	4	\$3,000 LS	\$12,000
Admin Telephone System (VOIP)	1	\$60,000 LS	\$60,000
Audio Video System	1	\$120,000 LS	\$120,000
Access Control/CCTV/Intrusion Detection	1	\$45,000 LS	\$45,000
Telecomm Svs Access Tele., CATV, Internet	1	\$25,000 LS	\$25,000
Communications Tower	1	\$80,000 LS	\$80,000
Telecomm Structured Cabling	17,000	\$12 SF	\$204,000
SUBTOTAL			
<b>Technology Costs Subtotal</b>			<b>\$3,576,000</b>
Owner's Construction Contingency		10 %	\$357,600
Sales Tax		7 %	\$250,320
SuBTOTAL			<b>\$607,920</b>
<b>TOTAL Technology Costs</b>			<b>\$4,183,920</b>

**Cumberland County**  
**Emergency Management and 911 Communications Center**  
**Programming and Planning Study**

**11/30/2018**

**Preliminary Budget Estimate - Alternative Conceptual Design**

Executive Place Site

	SF	Cost Unit	Total
<b>Hard Costs:</b>			
Construction			
General Construction	17,000	\$105 SF	\$1,785,000
HVAC	17,000	\$36 SF	\$612,000
Plumbing/FP	17,000	\$6 SF	\$102,000
Electrical	17,000	\$30 SF	\$510,000
Comm/Safety & Security	0	\$22 SF	\$0
Building Addition	6,800	\$225 SF	\$1,530,000
Roof Replacement/Hardening	17,000	\$8 SF	\$136,000
Interior Demolition	12,500	\$3 SF	\$37,500
SUBTOTAL			
Site Work		\$70,000 LS	\$70,000
Technology		\$7,399,665 LS	\$7,399,665
Furniture, Fixtures and Equipment (FF&E)			
Dispatch and Training Consoles	45	\$18,000 EA	\$810,000
Office Furniture		\$5 SF	\$85,000
<b>Hard Costs Subtotal</b>			<b>\$13,077,165</b>
<b>Soft Costs:</b>			
A/E Fees		9.5 %	\$1,242,331
FFE Fees		8.0 %	\$71,600
CM Fees		LS	\$0
Technology Integration/Implimentation		LS	\$250,000
Owner's Design Contingency		12 %	\$1,569,260
HVAC Commissioning		LS	\$150,000
Materials Testing		LS	\$5,000
Permits/Utility Connection Fees		LS	\$50,000
Geotechnical Study/Tower		LS	\$8,000
Boundry and Topographic Survey/Utilities Location		LS	\$5,000
Environmental Consulting		LS	\$0
Energy Modeling		LS	\$0
<b>Soft Costs Subtotal</b>			<b>\$3,351,190</b>
Owner's Construction Contingency		5 %	\$653,858
Escalation (1 year)		3 %	\$392,315
<b>Owner's Construction Contingency and Escalation Subtotal</b>			<b>\$1,046,173</b>
<b>TOTAL</b>			<b>\$17,474,529</b>

**Cumberland County**  
**Emergency Management and 911 Communications Center**  
**Programming and Planning Study**

**11/30/2018**

**Preliminary Budget Estimate - Alternative Conceptual Design**

Executive Place Site

	SF	Cost Unit	Total
<b>Technology Costs:</b>			
Communication			
Comm and EOC Workstations Equip	45	\$5,000 LS	\$225,000
Customer Premise Equipment	1	\$75,000 LS	\$75,000
Logger/Recorder (Enterprise)	1	\$350,000 LS	\$350,000
Computers for Comm Only	90	\$3,000 LS	\$270,000
Network Equipment	1	\$200,000 LS	\$200,000
Synchronized Clock System	1	\$25,000 LS	\$25,000
Radio Antenna System	1	\$50,000 LS	\$50,000
Radio Consoles	45	\$95,000 LS	\$4,275,000
CSSI Console Connections	3	\$50,000 LS	\$150,000
Amateur Radio Emergency Svs (ARES)			
Equip	1	\$10,000 LS	\$10,000
Computer Aided Dispatch	45	\$2,500 LS	\$112,500
Satellite Phones	4	\$3,000 LS	\$12,000
Admin Telephone System (VOIP)	1	\$60,000 LS	\$60,000
Audio Video System	1	\$120,000 LS	\$120,000
Access Control/CCTV/Intrusion Detection	1	\$45,000 LS	\$45,000
Telecomm Svs Access Tele., CATV, Internet	1	\$25,000 LS	\$25,000
Communications Tower	1	\$80,000 LS	\$80,000
Telecomm Structured Cabling	20,000	\$12 SF	\$240,000
SUBTOTAL			
<b>Technology Costs Subtotal</b>			<b>\$6,324,500</b>
Owner's Construction Contingency		10 %	\$632,450
Sales Tax		7 %	\$442,715
SUBTOTAL			<b>\$1,075,165</b>
<b>TOTAL Technology Costs</b>			<b>\$7,399,665</b>



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEE TAYLOR, INTERIM DIRECTOR**

**DATE: 2/25/2019**

**SUBJECT: COMMUNITY DEVELOPMENT CONSOLIDATED PLAN REQUEST  
FOR PROPOSAL (RFP)**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): DEE TAYLOR, INTERIM DIRECTOR**

### **BACKGROUND**

Community Development will partner with the City of Fayetteville Economic and Community Development Department to solicit proposals from a qualified consultant to assist the City and County with preparing the upcoming 5-year Consolidated Plan (July 1, 2020 - June 30, 2025) and Annual Action Plan (July 1, 2020 - June 30, 2021) as necessary to continue to receive Community Development Block Grant (CDBG) and Home Investment Partnerships Program Funds as entitlement grants from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan will also include a Neighborhood Revitalization Strategy Area (NRSA) plan for census tracts identified by both the City and County. The County's plan is to target the Shaw Heights neighborhood as a NRSA.

The RFP will be published on April 1, 2019. The selected consultant is anticipated to begin work on July 1, 2019. The County and the City will enter into a separate agreement with the selected consultant.

### **RECOMMENDATION / PROPOSED ACTION**

Staff requests to move this item forward to the full Board of Commissioners for approval as a Consent Agenda item at its regular meeting on **March 18, 2019** with the following specific actions being requested:

1. Approval of the Request for Proposal to solicit a consultant to assist with the preparation of the Program Years 2020-2025 Consolidated Plan / Program Year 2020 Annual Action Plan.

**ATTACHMENTS:**

Description

Consolidated Plan 2020-2025 Request for Proposal

Type

Backup Material



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**REQUEST FOR PROPOSAL (RFP)  
FOR PREPARATION OF THE**

**2020-2025 CONSOLIDATED PLAN**

(To include a Neighborhood Revitalization Strategy Area Plan; Housing and Homeless Needs Assessment; Housing Market Analysis; and an Analysis on Impediments to Fair Housing Choice)

for

Fayetteville Economic and Community Development (FECD) Department  
433 Hay Street  
Fayetteville, NC 28301  
Phone: (910) 433-1590

and

Cumberland County Community Development (CCCD)  
707 Executive Place  
Fayetteville, NC 28305  
Phone: (910) 323-6112

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Important Dates

**Responses Due: May 15, 2019**

Selection of (s): by June 1, 2019

Projected Project Start Date: July 1, 2019



## **TABLE OF CONTENTS**

### **Section 1 General Information**

- A. Purpose
- B. Background
- C. RFP Schedule
- D. Existing Background Material

### **Section 2 Scope of Work**

### **Section 3 Instructions to Proposers**

- A. Proposals Deemed Responsive to This RFP
- B. Submissions of the Proposal
- C. Deadline for Receipt of Proposals

### **Section 4 Selection Process and Evaluation Criteria**

- A. Selection Process
- B. Evaluation Process/Criteria
- C. Approval of Contract
- D. Questions

### **Section 5 General Information and Requirements**

### **Section 6 Request for Proposal Submission Form**

## SECTION 1 GENERAL INFORMATION

### A. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified consultant to assist the City of Fayetteville (City) and County of Cumberland (County), North Carolina in preparing (and submitting as required) its next 5-year Consolidated Plan (FY2020-2025), Annual Action Plan (PY2020-2021) pursuant to 24 CFR Part 91, per the IDIS Consolidated Plan Template, as necessary to receive a direct allocation of Community Development Block Grant (CDBG) Funds from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Plan will also include a Neighborhood Revitalization Strategy Area (NRSA) plan for census tracts identified by both the City and County.

In May 2020, the City and County will be required to submit to the U.S. Department of HUD a Consolidated Plan, which will provide the framework for the use of federal Community Development Block Grant (CDBG) and Home Investment Partnership Act (HOME) entitlement funds for the five-year period: July 1, 2020 through June 30, 2025. The requirements of the Consolidated Plan are set out in HUD regulations at 24 CFR Part 91 (attached).

A Consolidated Plan includes the grantee's needs assessment, market analysis, and strategic plan for addressing priority needs for the period of the plan. An Annual Action Plan provides detail on the grantee's use of CPD funds for a given year. The NRSA plan identifies locally designated areas where geographically targeted revitalization efforts are carried out through multiple activities in a concentrated and coordinated manner.

This proposal seeks a proposer to submit a project report for either one of the options listed below. If the proposer is considering submitting a bid for both options, the bids will need to be submitted separately for each option.

**Option 1:** Preparation of the entire Consolidated Plan, NRSA(s), and the Analysis of Impediments to Fair Housing Choice by the consultant. The requirements are outlined in 24 CFR Part 91, “A Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER”, HUD Notice CPD-16-16 (Neighborhood Revitalization Strategy Areas (NRSAs) in the Community Development Block Grant (CDBG) Entitlement Program, and “Fair Housing Guide” attached.

**Option 2:** This option does not seek preparation of the entire Consolidated Plan by the consultant, but only a project report consisting of the components listed below and as required in 24 CFR Part 91, “A Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER”, HUD Notice CPD-16-16 “Neighborhood Revitalization Strategy Areas (NRSAs) in the Community Development Block Grant (CDBG) Entitlement Program”, and “Fair Housing Guide” attached:

- 1. Neighborhood Revitalization Strategy Area(s);**
- 2. Housing and Homeless Needs Assessment;**
- 3. Housing Market Analysis; and**
- 4. Analysis of Impediments to Fair Housing Choice.**

The project report for either option will be a vital part of the material used in prioritizing needs and preparing goals, objectives, and strategies for the Plan.

It will be essential for the project report (for either option) to be completed by December 1, 2019, in order to allow enough time to complete the rest of the Consolidated Planning process.

B. BACKGROUND

Cumberland County, North Carolina is an entitlement jurisdiction which consists of nine incorporated municipalities (Eastover, Falcon, Fayetteville, Godwin, Hope Mills, Linden, Spring Lake, Stedman, and Wade). Each entitlement jurisdiction is responsible for conducting its own activities within its respective boundaries as well as the administration of the entitlement grants and preparation of all plans and reports.

The City of Fayetteville covers those areas annexed within its municipal limits, whereas Cumberland County's jurisdiction covers the remaining seven incorporated municipalities as well as the unincorporated areas of the County. The two military reservations are not included in Cumberland County's entitlement jurisdiction. Cumberland County covers 652.4 square miles with a population of 332,546 (2017 Census).

Cumberland County Community Development is a department of county government that administers entitlement funding received by Cumberland County and the Fayetteville Economic and Community Development Department is a department of city government that administers entitlement funding received by the City of Fayetteville. In addition to the annual entitlements of CDBG and HOME funds, Cumberland County also receives two competitive grants for homeless related housing and services. The Cumberland County area also includes one HUD-supported public housing authority. Finally, there are a number of agencies which are active in the field of affordable housing, homelessness, and supportive housing services, which receive no federal funding, but rely on other forms of support.

The Cumberland County/Fayetteville area is extremely varied in its topographic, demographic, economic, and social characteristics. Land uses run from protected wilderness through managed forest and agricultural areas to suburban and urban areas. Development is rapidly increasing throughout most of the area, with an accompanying transition from a formerly rural, agricultural economy to an urban and suburban economy based on light manufacturing, construction, services, and retail. However, inadequate access to utilities limits the amount of buildable land.

C. RFP SCHEDULE

The anticipated schedule for the project report:

RFP publication	April 1, 2019
Proposal deadline	May 15, 2019
Selection of Qualified Consultant	June 1, 2019
Consultant commences work	July 1, 2019
Agency/Citizen Interviews	July 1 – September 30, 2019
Draft of Project Report from Consultant Due	November 15, 2019
Final Project Report from Consultant Due	December 1, 2019

D. EXISTING BACKGROUND MATERIAL

The following material is attached for general guidance:

1. HUD Regulations at 24 CFR Part 91 (Consolidated Submission for Community Planning and Development Programs; Final Rule);
2. A Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER;
3. A Desk Guide for Using CPD Maps;
4. HUD Notice CPD-16-16 Neighborhood Revitalization Strategy Areas (NRSAs) in the Community Development Block Grant (CDBG) Entitlement Program;
5. Fair Housing Planning Guide;
6. The City's and County's 2015 Consolidated Plan;
7. HUD Notice CPD-19-02 (Low- and Moderate-Income Summary Data Updates) and other recent Census data (as necessary);
8. GIS data and maps, as requested; and
9. Other plans and studies, as requested.

## SECTION 2 SCOPE OF WORK

The proposer shall prepare a project report for either Option 1 or Option 2 as indicated in Section 1.A of this RFP. The project report must meet the requirements set out in the federal regulations at 24 CFR Part 91, **excluding those paragraphs pertaining only to HOPWA grantees**. The proposer will submit the project report which will include all the required data and other information outlined in the relevant sections of 24 CFR Part 91, “A Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and CAPER/PER”, HUD Notice CPD-16-16 “Neighborhood Revitalization Strategy Areas (NRSAs) in the Community Development Block Grant (CDBG) Entitlement Program”, and “Fair Housing Guide” attached. The data and information assembled in the project report must be identifiable for each jurisdiction (City and County).

This work shall also include:

1. Assembling data from various sources and presenting it in the tables required by HUD, with additional tabulations and maps needed to present the fullest possible picture of housing needs and market conditions throughout the City and County area.
  2. Analyzing, summarizing, and drawing conclusions from the data, including, where appropriate, comparisons with national and state data that will assist the Steering Committee and Focus Groups in prioritizing local needs.
  3. Drawing the maximum possible extent on existing material available to the City, County, and local agencies.
  4. Meet with City and County staff to plan and coordinate area’s stakeholders’ meetings and focus group sessions. Attending at least some community meetings and meetings of the Steering Committee and Focus Groups to present reports and assist with the process of drawing up priorities and strategies. This work may be billed separately at an hourly rate to be included in the proposal.
- 
1. Providing, in addition to the final project report, a copy of all data used in the report in its most disaggregated form, together with its source.
  2. An examination of the project area and housing market and prevalent practices in related transactions as they directly or indirectly impact housing choice. Public and private transactions and entities need to be evaluated, including, but not limited to the following areas: Town, City, and County laws, ordinances, regulations, policies and procedures; mortgage lending; insurance sales and underwriting; property appraisal; Realtors; mortgage brokerage; and property management.
  3. An explanation of how areas were evaluated, what was found, proposed methods of correction to address identified impediments, identification of potential financial and organizational resources to implement the corrective actions.

4. A process for obtaining input from citizens in the community, especially those for whom fair housing is a concern by holding public meetings or other forums.

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### SECTION 3 INSTRUCTIONS FOR PROPOSALS

A. PROPOSALS DEEMED RESPONSIVE TO THIS RFP

In order to be deemed fully responsive to this RFP, a proposer must complete and submit the following information, forms, and documents as part of the proposal. Any proposal that fails to comply with these instructions shall be deemed non-responsive and shall be subject to rejection by CCCD AND FECD. CCCD AND FECD may allow a proposal to be amended to make it responsive if there are extenuating circumstances. CCCD AND FECD may also request additional information from any person, firm, or corporation submitting a proposal.

- a. Name of firm, address and telephone number.
- b. Brief history of firm, including year firm was established and any prior firm names.
- c. The firm's capabilities and prior experience in the specific technical areas needed for this project.
- d. Listing of similar projects including date, duration, cost, and staff assigned.
- e. A list of personnel to be assigned to the project, with experience records of each person.
- f. Outside associates, sub-vendors, and consultants that may be retained (see provisions on Minority Business Plan).
- g. A description of how your firm would conduct the project, including each task in the scope of work and any sub-tasks that may be necessary.
- h. A proposed time schedule for completing each task in the Scope of Work and a method of assuring that the time schedule is met, including the name of the person responsible for the time schedule.
- i. Cost estimates for completing the Project report as outlined in Section 2, Scope of Work.
- j. Proposer's Equal Employment Opportunity (EEO) Certification.
- k. A minimum of three (3) business references giving current names, addresses and telephone numbers in each instance, with the type of services provided if the references are clients.
- l. A Certificate of Insurance evidencing coverage as follows: \$1,000,000 Professional Liability; General Liability \$1,000,000 per occurrence; \$2,000,000 aggregate Automobile Liability; \$300,000 Worker's Compensation to statutory limits; Employers liability, with the City of Fayetteville and the Cumberland County to be named as an additional insured for General Liability. In the absence of such certificate, proposers may submit a Letter-of-Commitment from an acceptable insurance company setting



forth that the required insurance coverage will be available to the proposer at the time/term of contract commencement. Letters-of-Intent from insurance brokers will not be considered acceptable.

B. SUBMISSION OF THE PROPOSAL

1. All proposals must be typed for submission on 8-1/2 x 11" white paper and must be bound in a secure manner.
2. Material/data not specifically requested for consideration, but which the proposer wished to submit, must not appear with the proposal form, but may appear only in an "additional data" section. This has specific reference to the following types of data:
  - a. standard brochure/photographs;
  - b. promotional material with minimal technical content;
  - c. generalized narrative or supplementary information; and
  - d. supplementary graphic materials.
3. The Bidding Firm (s) shall submit **one (1) original** with **(1) identical copy** of the Response in print and with **one PDF copy provided on USB drive**. An original signature must be included on the "CITY OF FAYETTEVILLE AND COUNTY OF CUMBERLAND REQUEST FOR PROPOSAL SUBMISSION FORM" (See Section 6 of the RFP) document submitted with original document. The envelope shall be plainly marked with the name, current mailing address and telephone number of the proposer, and shall state:  
*"Proposal for a Consolidated Plan Project Report (Option #) – City of Fayetteville / County of Cumberland"*
4. An official authorized to bind the respondent to its contents for a period of not more than sixty (60) days thereafter must sign the proposal.



C. DEADLINE FOR RECEIPT OF PROPOSALS

1. Proposals must be received by mail or by hand delivery, to the attention of:

Cumberland County Community Development  
707 Executive Place  
Fayetteville, North Carolina 28305

**\*\*Note: No electronically transmitted proposals will be accepted.**

2. Proposals shall be received on or before **May 15, 2019 by 4:00 p.m. EST.** Proposals received after the above assigned date and time shall not be considered.
3. It is the sole responsibility of the proposer to ensure the proposal is received before the submission deadline. A proposer shall bear all risks associated with delays in mail, courier services, or delivery.

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## **SECTION 4**

### **SELECTION PROCESS AND EVALUATION CRITERIA**

#### **A. SELECTION PROCESS**

CCCD and FECD reserve the right to act as sole judge of the content of the proposals submitted for evaluation and selection.

CCCD and FECD may, at their sole discretion, reject any or all proposals submitted in response to this RFP. CCCD and FECD shall not be liable for any cost incurred in connection with preparation and submittal of any proposal.

Selection of the best proposal will be made on the basis of the criteria set forth in this RFP.

#### **B. EVALUATION PROCESS/CRITERIA**

A selection panel will conduct the evaluation of proposals. CCCD and FECD, at its option, may invite one (1) or more proposers to make an oral presentation to the selection panel. It is the intention that selection of a consultant will be made within thirty (30) days of the submission deadline. CCCD and FECD reserve the right to negotiate terms and conditions with the selected proposer.

Selection of the best responsible proposal will be based upon the following considerations/criteria:

1. Experience and capability of the firm to perform Scope of Work;
2. Experience of personnel assigned to the project;
3. Time schedule proposed to accomplish tasks in the Scope of Work;
4. Completeness and clarity of the approach to each item in Scope of Work;
5. Estimated cost of services;
6. Any additional suggestions which may have a positive contribution to the project;  
and
7. The use of certified minority contractors/vendors as a part of the project.

#### **C. APPROVAL OF CONTRACT**

Depending on the amount of the contract, CCCD and FECD may approve the contract forthwith, or may recommend and seek authorization from its respective Board to award a

contract with the selected proposer. This recommendation shall be rendered at the Boards' meetings and is subject to public review and comment.

In the event that CCCD and FECD determines, in its sole discretion, that it is necessary to revise any Part of this RFP, an addendum, supplement, or amendment to this RFP will be posted at [http://www.co.cumberland.nc.us/community\\_dev.aspx](http://www.co.cumberland.nc.us/community_dev.aspx) and [http://www.cityoffayetteville.org/community\\_development/default.aspx](http://www.cityoffayetteville.org/community_development/default.aspx). It is the responsibility of the proposer to check the website for any such addendums, supplements, or amendments made to the RFP.

E. QUESTIONS

All questions related to this RFP may be directed to either of the following:

Delores (Dee) Taylor, Interim Director  
Cumberland County Community Development  
E-mail: [smclean@co.cumberland.nc.us](mailto:smclean@co.cumberland.nc.us)  
(910) 323-6112

Cynthia Blot, Director  
Fayetteville Economic & Community  
Development  
E-mail: [cblot@ci.fay.nc.us](mailto:cblot@ci.fay.nc.us)  
(910) 433-1590

Questions shall be in written form and may be sent by mail, facsimile or e-mail.

## **SECTION 5 GENERAL INFORMATION AND REQUIREMENTS**

### **EFFECTIVE PERIOD OF PROPOSAL**

All proposals are required to remain in effect for at least 90 days from the date submitted to the County for review.

### **PUBLIC INFORMATION**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

### **MWE/WBE & UTILIZATION OF SMALL BUSINESSES**

Please state and certify whether your firm or any potential sub-contractors participate in the Minority and Women Owned Business Enterprise (MBE/WBE).

It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUB Zone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUB Zone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Consultant will be required to comply with all applicable federal and state equal opportunity, affirmative action and minority representation laws.

### **CLARIFICATIONS AND INTERPRETATIONS**

Any clarifications or interpretations of this RFP that materially affect or change its requirement will be provided by the City and County as an addendum. These items must be received by the County 10 days prior to the proposal due date to allow for proper notification. All such addenda issued by the City and County shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate each addendum in its Responses. Any additional information or addenda will be posted on the County's website

[http://co.cumberland.nc.us/departments/community-development-group/community\\_development](http://co.cumberland.nc.us/departments/community-development-group/community_development) and the City's website at <http://fayettevillenc.gov/government/city-departments/purchasing-division>.

#### NO LOBBYING

Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City and County, it will not take any action, may any effort or support or engage other on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the County Commissioners, County Manager, County Staff of Cumberland County, City Council, City Manager, City Staff of City of Fayetteville and others who may be engaged in the process or grant program. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification for consideration.

#### RESERVATION OF RIGHTS

The City and County may evaluate the Responses based on the anticipation completion of all or any portion of the Project. The City and County reserves the right to reject any and all Responses and re-solicit for new Responses or to reject any and all proposals and temporarily or permanently abandon the Project. The City and County makes no representations, written or oral, that it will enter into any form or agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

#### ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the most qualified firm(s) will require subjective judgments by the City and County.

#### NO REIMBURSEMENT FOR COSTS

The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

#### ELIGIBLE RESPONDENTS

Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City and County will contract only with the individual firm or formal organization that submits its Responses.

#### REFERENCE CHECKS

Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as part of the due-diligence process.

#### DISPOSITION OF PROPOSALS

All submitted proposals become the property of the City and County.

#### NONCONFORMING TERMS AND CONDITIONS

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City and County reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination

by the City and County of non-responsiveness based on the submission of nonconforming terms and conditions.

#### DEBARMENT AND SUSPENSION

By submitting a proposal, the Proposer certifies that it is not currently debarred nor suspended from submitting proposal for contracts issued by any political subdivision or agency of the State of North Carolina or the Federal government and that it is not a person or entity that is currently debarred or suspended from submitting proposals from contracts issued by any political subdivision or agency of the State of North Carolina or the Federal government. Respondent must be registered at Sam.gov to be eligible.

#### OTHER SUPPLEMENTAL CONDITIONS REQUIREMENT

In accordance with the applicable statutes and regulations governing the CDBG, HOME, other federal funds or State funds, I hereby certify that:

**Utilization of Minority/Women & Disadvantaged Contractors** – Projects receiving federal funds must notify and include minority and women contractors in their bidding process. Executive Order 11625 (Utilization of Minority Business Enterprise) and Executive Order 12138 (Utilization of Female Business Enterprise).

**Davis-Bacon Prevailing Wage Rate Labor Standards** – Any construction project receiving \$2,000 or more in federal funds, as applicable, will be required to comply with prevailing wage requirement.

**Section 3** – Projects receiving federal funding that involve building or public facilities improvements must to the greatest extent feasible, utilize area lower income residents for employment and training opportunities (24 CFR Part 135).

**Environmental Regulations** – All funded projects must undergo environmental review to ensure compliance with the National Environmental Protection Act regulations. In accordance with 24 CFR Part 58.22, the applicant agrees to refrain from undertaking any physical activities or choice-limiting actions until the City and County has issued the agency a written environmental notice to proceed. Choice-limited activities include, but not limited to, acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

**Title VI of the Civil Rights Act of 1964** – No person shall be excluded from participation in, be denied the benefits of or subjected to discrimination under any program or activity receiving federal financial assistance on the grounds of race, color, or national origin. (Public Law 99-352).

**Title VIII of Civil Rights Act of 1969** – The Fair Housing Act prohibits discrimination in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to a person, because of race, color, religion, sex, national origin, or familial status. (Public Law 90-294).

**American Disabilities Act** – Projects receiving federal funding involving physical activities must include accessibility and comply with the Americans with Disabilities Act guidelines. Any federal funded service must be provided in an accessible location.

**Drug-Free Workplace** – The agency shall make a good faith effort to maintain a drug-free workplace. (24 CFR Part 21).

**Anti-Lobbying** – No federal funds shall be used for the purpose of influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress. (UCS Title 31 Section 1352).

**Lead-Based Paint** – Any activities involving the presence of lead-based shall comply with the requirements of 24 CFR Part 35.

Community Development Block Grant Program funds shall be used exclusively for eligible activities permitted by 24 CFR Part 570.

Home Investment Partnerships Program (HOME) funds shall be used exclusively for eligible activities permitted by 24 CFR 92.

DRAFT



**SECTION 6**  
**CITY OF FAYETTEVILLE AND COUNTY OF CUMBERLAND**  
**REQUEST FOR PROPOSAL SUBMISSION FORM**  
**CONSULTANT FOR 2020-2025 CONSOLIDATED PLANNING PROCESS**

**COMPANY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CONTACT PERSON** \_\_\_\_\_

**TELEPHONE NUMBER** \_\_\_\_\_

**EMAIL** \_\_\_\_\_

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER SUBM BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THS EXECUTION OF OFFER WITH THE QUALIFICATION MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT AY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENT, WHICH NAY RESULT FRO THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE EMOVD ROM AL PROPOSES LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND AT THE CITY'S AND COUNTY'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City / County and Respondent; (3) Neither the City / County or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City / County will be awarded under this RFP; and (4) Respondent shall bear, a its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City / County all the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP document and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the County, City or partner organizations in connection with the submitted Responses.



By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm corporation, or institution has violated the antitrust laws of this state or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specifications contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City / County and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connecting with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor or supplier or Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

By signature hereon, Respondent acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

The Respondent shall confirm that a subcontractor representing itself as a HUB Zone small business concern is certified by SBA as a HUB Zone small business concern by accessing the System for Award Management database or by contacting the SBA. Options for contacting the SBA include –

HUB Zone small business database search application Web page at  
[http://dsbs.sba.gov/dsbs/search/dsp\\_searchhubzone.cfm](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm); or <http://www.sba.gov/hubzone>;  
In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street,  
SW., Washington DC 20416; or  
The SBA HUB Zone Help Desk at [hubzone@sba.gov](mailto:hubzone@sba.gov)

Submitted and certified this \_\_\_\_\_ day of \_\_\_\_\_

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

Signature Date: \_\_\_\_\_

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

DRAFT



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 3/8/2019**

**SUBJECT: UPDATE ON THE PROPOSED MT. VERNON ESTATES WATERSHED IMPROVEMENT PROJECT**

**Requested by: COMMISSIONER BOOSE**

**Presenter(s): COUNTY ATTORNEY**

**BACKGROUND**

The Cumberland County Soil and Water Conservation District is not going to review the plan for the proposed Mt. Vernon Estates watershed improvement project. The District's Director has referred the county attorney to the Soil and Water Conservation Engineer for this area. The county attorney sent the proposed plan of work to that Engineer on March 8, 2019. The county attorney asked the S&W Water Conservation Engineer to review the plan of work for the following purpose:

This would be the first watershed improvement project the county has undertaken and it is not being done pursuant to any county-wide plan. I know this is not something the District has any statutory responsibility to review; however, I am seeking guidance as to what the county should be concerned about with such a project. The preliminary engineering was done by an engineer hired by the property owners who only wanted the dam repaired. The county will have to hire the engineer to design the project if it becomes a county watershed project. I had asked the District to review the plan, not to approve it, but just to provide guidance on what further engineering work might be needed and whether it was basically a worthwhile project for the affected watershed. Can anyone look at the preliminary engineering report and discuss that with me?

If any information is received before the Agenda Session, it will be presented.

## **RECOMMENDATION / PROPOSED ACTION**

Presented as an update only.



**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 3/1/2019**

**SUBJECT: PROCESS BY WHICH THE CITY OF FAYETTEVILLE MAY EXERCISE  
EXTRATERRITORIAL JURISDICTION WITHIN THE  
UNINCORPORATED AREA KNOWN AS SHAW**

**Requested by: BOARD OF COMMISSIONERS**

**Presenter(s): COUNTY ATTORNEY**

**BACKGROUND**

The unincorporated area commonly known as Shaw is bounded by the Fort Bragg Military Reservation to the north and lies on each side of Murchison Road (NC 210). It encompasses portions of the subdivisions or communities of Tiffany Pines and North Point Village, and all of Shaw Heights. Other than the boundary with Fort Bragg, it is bounded by the City of Fayetteville and completely lies within one mile of the City's corporate limits. The County enforces the State Building Code and also applies its zoning, subdivision and minimum housing codes in this area.

Under G. S. 160A-360, all towns have the authority to enforce their planning and development Codes within one mile of the corporate limits unless the county is enforcing a zoning ordinance, subdivision regulations, and the State Building Code in the area. That statute also provides that when the county is enforcing these powers, the town and county can enter into an agreement as to the areas each will exercise these powers.

**RECOMMENDATION / PROPOSED ACTION**

The City and County can agree upon the area within which each will exercise these planning and development powers by each governing board's adoption of a formal resolution approving the agreement.





**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: COUNTY ATTORNEY**

**DATE: 3/1/2019**

**SUBJECT: REQUEST FROM CITY OF FAYETTEVILLE FOR COUNTY TO  
DONATE A PARCEL FOR CITY TO DEVELOP A SENIOR CENTER**

**Requested by: CITY OF FAYETTEVILLE**

**Presenter(s): COUNTY ATTORNEY**

**BACKGROUND**

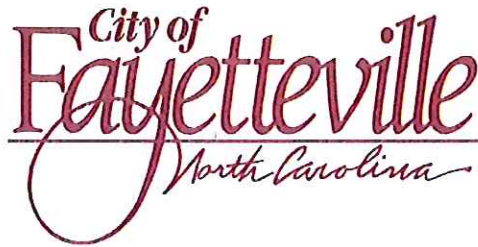
The City has requested the County to donate the parcel with PIN 0437-29-0849 to the City as part of a senior center in conjunction with Fayetteville State University also developing a wellness center on the larger site. The attached letter from Mayor Colvin to Chair Council describes the details of the request. The attached map shows the location of the lot. The PIN and map are correct; however, the legal description of the property contained in the letter is not correct. The correct description will be used for the deed to the City. This lot was obtained by the County by tax foreclosure in 1931 and has not been declared surplus.

**RECOMMENDATION / PROPOSED ACTION**

County Attorney recommends the Board declare this lot surplus and direct that it be conveyed to the City.

**ATTACHMENTS:**

Description	Type
LETTER AND MAP FOR CITY'S REQUEST OF LOT FOR SENIOR CENTER	Backup Material



OFFICE OF THE MAYOR

February 19, 2019

Dear Chair Council,

The City has entered into a partnership with Fayetteville State University to redevelop a 10 acre location on the corner of Murchison Rd. and Filter Plant Dr. The University will develop a wellness center to service its student body and faculty. The City will develop a new senior center. This will be the second new senior center that the City is constructing with its recreation GO Bond funds to serve a growing Cumberland County senior population.

The partners have equitably divided the responsibility of acquiring and contributing land to the project. The City is obligated to acquire and contribute 17 parcels to the effort. One of these parcels was acquired by Cumberland County through a tax foreclosure. On February 11, 2019 the Fayetteville City Council unanimously authorized me to request that Cumberland County transfer this property to the City without charge to the City.

The parcel owned by the County which was a tax foreclosure is as follows: 0437-29-0849 Deed Book 369, Page 431 acquired from Duncan Shaw as Commissioner in 1931 and has no situs address but is located on Carthage Drive as a vacant lot. This parcel contains 0.34 acres and has a tax value of \$625.00. The legal description for this parcel is:

Beginning at Catherine S. Holmes' beginning corner, in the northern margin of Vanstory Street, and running with the northern margin of said street, North 85 degrees East 60 feet to a stake, thence North 08 degrees West 148.5 feet to a stake; thence with her line South 08 degrees East to Catherine S. Holmes' line; thence with her line South 08 degrees East 148.5 feet to the beginning, being part of a tract of land this day conveyed to the said T.S. Lucas by C.L. Bevill and W.A. Vanstory and wife.

433 Hay Street  
Fayetteville, NC 28301-5537  
(910) 433-1992 | (910) 433-1948 Fax  
[www.cityoffayetteville.org](http://www.cityoffayetteville.org)



The City of Fayetteville is respectfully requesting transfer of ownership of the identified parcel to the City of Fayetteville to support the partnership with Fayetteville State University and the development of a senior center to serve both City and County seniors.

If you have any questions or concerns regarding this request, please do not hesitate to contact me.

Sincerely,

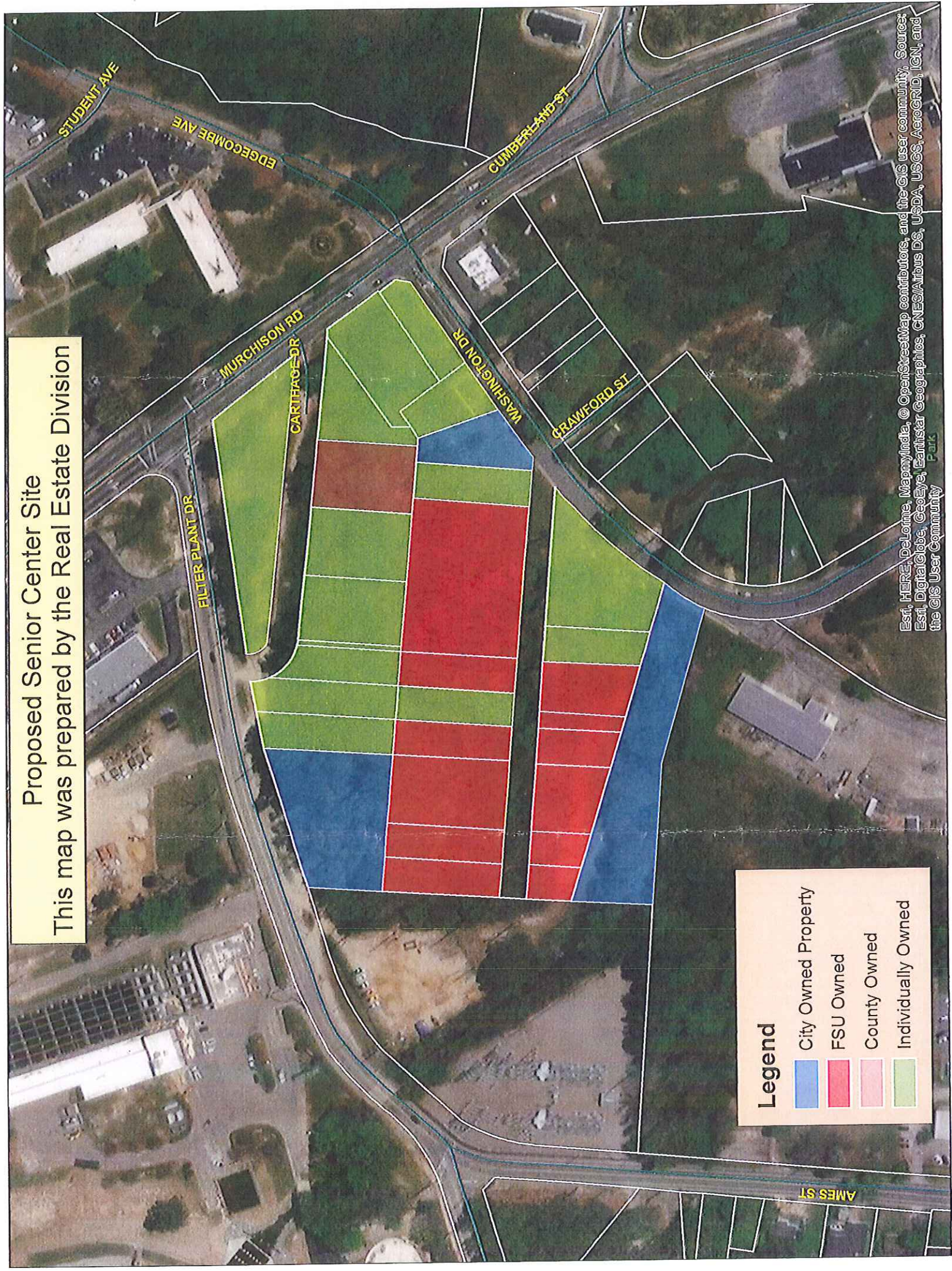
A handwritten signature in black ink, appearing to read "Mitch Colvin", with a long horizontal flourish extending to the right.

Mitch Colvin, Mayor  
City of Fayetteville

Enclosure: Map of Parcel 0437-29-0849



Proposed Senior Center Site  
This map was prepared by the Real Estate Division



**Legend**

<span style="color: blue;">■</span>	City Owned Property
<span style="color: red;">■</span>	FSU Owned
<span style="color: pink;">■</span>	County Owned
<span style="color: green;">■</span>	Individually Owned

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community. Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community





## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE  
DIRECTOR**

**DATE: 2/25/2019**

**SUBJECT: CONTRACT FOR CROWN COLISEUM ICE SYSTEM REPLACEMENT  
PROJECT AND ASSOCIATED BUDGET ORDINANCE AMENDMENT**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE  
DIRECTOR**

#### **BACKGROUND**

The Capital Improvement Plan (CIP) identified the Crown Coliseum Ice System for replacement as part of the installment financing that was approved by the Local Government Commission (LGC) in September 2017. The Crown Coliseum Ice System Replacement includes the demolition and installation of the ice floor and mechanical center, all associated mechanical and electrical work, as well as replacement of the dasher board system.

On October 15, 2018, the Cumberland County Board of Commissioners approved the professional services agreement for Stevens Engineers, Inc., for the design of the replacement of the ice rink chiller, cooling tower and ice floor. On December 20<sup>th</sup>, the Engineering & Infrastructure Director received notification from the design engineer requesting the contract be assigned to B32 Engineering Group, Inc. due to the formation of the engineering group after engineering functions were split from Stevens Engineer, Inc. This assignment was approved by the Board of Commissioners on January 22<sup>nd</sup>.

B32 Engineering Group, Inc., continued design during this reassignment and a pre-bid was held on February 13, 2019 at the Crown Coliseum. Specialty contractors and local contractors were invited to attend the pre-

bid. The bid opening was scheduled for February 25<sup>th</sup> at 2:00 PM. Due to an insufficient number of bids for a formal project, the project will be re-advertised in the newspaper on March 1<sup>st</sup>. The project bid opening is now scheduled on March 11<sup>th</sup> at 2:00 PM.

The received bids will be presented at the Agenda Session Meeting on March 14<sup>th</sup>, with a recommendation to award the contract to the lowest, responsible and responsive bidder. The contract price that will be presented will include an 8% contingency within the total contract amount to address any changes or additional work.

A budget revision is needed to increase the total project amount for the Crown Coliseum ice system replacement project. Budgeted funds totaling \$1,885,345 are available for the project within the Crown CIP installment financing. The original budget did not include the demolition and removal of the concrete floor. The consulting engineer has identified the replacement of key components of the ice plant chiller which are failing, as work that must be accomplished as part of this project. Overall construction costs have also increased since the time of the initial budget estimate. This budget revision will transfer \$350,000 from the Crown Complex budget where funds were budgeted for the replacement of the dasher board system which has become part of this project. It is anticipated that a transfer of additional funds will be needed from the Crown Food & Beverage fund balance to cover the additional costs of this project. The exact amount will be known after the bids are opened and reviewed on March 11th.

### **RECOMMENDATION / PROPOSED ACTION**

The Engineering and Infrastructure Director and County Management recommend the proposed actions be placed on the March 18<sup>th</sup> Board of Commissioners agenda as a consent item:

1. Accept the bids and award a contract to the lowest, responsible, and responsive bidder.
2. Approve Budget Ordinance Amendment #B190002 which will transfer additional funds (as determined from the bid opening on March 11th) from the Crown Food & Beverage fund balance and \$350,000 is being transferred from the Crown org for the construction of the ice floor system at the Crown Coliseum.



## **ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019** **AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR**

**DATE: 2/25/2019**

**SUBJECT: REQUEST FROM NCDOT FOR PERMANENT RIGHT OF WAY AND EASEMENTS FOR I-295 FAYETTEVILLE OUTER LOOP PROJECT**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE DIRECTOR**

#### **BACKGROUND**

Cumberland County Engineering & Infrastructure (E&I) Staff was contacted by Hearn's Real Estate Solutions (HRES) Staff on behalf of the North Carolina Department of Transportation (NCDOT) regarding additional right of way, a permanent drainage easement and a temporary construction easement on County owned property due to impacts of the future I-295 Fayetteville Outer Loop Project. NCDOT is acquiring right of way and easements for the project from I-95 in Robeson County to south of SR 1003 (Camden Road) in Cumberland County for TIP Project U-2519AB. The County owns two parcels that are impacted by the construction of this project.

The first parcel that is impacted is located on SR 1116 (Old Plank Road) and identified as U-2519AB Parcel 098 (PIN 9493-84-1667). This is a vacant property that is approximately 0.597 acres. The permanent acquisition includes 0.018 acres of right of way and 0.010 acres of permanent drainage easement. A map of the permanent acquisition and permanent drainage easement has been attached. E&I Staff does not feel that granting the permanent right of way and permanent drainage easement to NCDOT would have a negative impact on this property. NCDOT is not offering compensation due to the fact that the lot remains large enough to be developed as a residential site and the road frontage is being increased from 15' to approximately 25'.

The second parcel that is impacted is located at 4759 Black Bridge Road and identified as U-2519AB Parcel 122 (PIN 0403-44-4448). This is the Parker Solid Waste Container Site and is approximately 0.342 acres. The temporary construction easement acquisition includes approximately 0.066 acres. The offer includes payment and improvements to chain-link fencing and signs for the container site. A map of the temporary construction easement has been attached. E&I Staff does not feel that granting the temporary construction easement to NCDOT would have a negative impact on this property. Since this is a temporary easement, NCDOT is also asking for an agreement for entry to be executed as well.

All the necessary documents have been attached for your review.

### **RECOMMENDATION / PROPOSED ACTION**

The Engineering and Infrastructure Director and County Management recommend the proposed actions be placed on the March 18<sup>th</sup> Board of Commissioners agenda as a consent item:

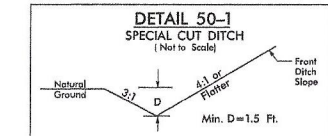
1. Approve the permanent right of way acquisition and permanent drainage easement for Parcel 098.
2. Approve granting the temporary construction easement acquisition along with the agreement for entry for Parcel 122.

### **ATTACHMENTS:**

Description	Type
Map of Parcel 98	Backup Material
Deed for Right of Way - Parcel 98	Backup Material
Summary Statement - Parcel 98	Backup Material
Map of Parcel 122	Backup Material
Agreement for Entry - Parcel 122	Backup Material
Temporary Easement - Parcel 122	Backup Material
Summary Statement - Parcel 122	Backup Material



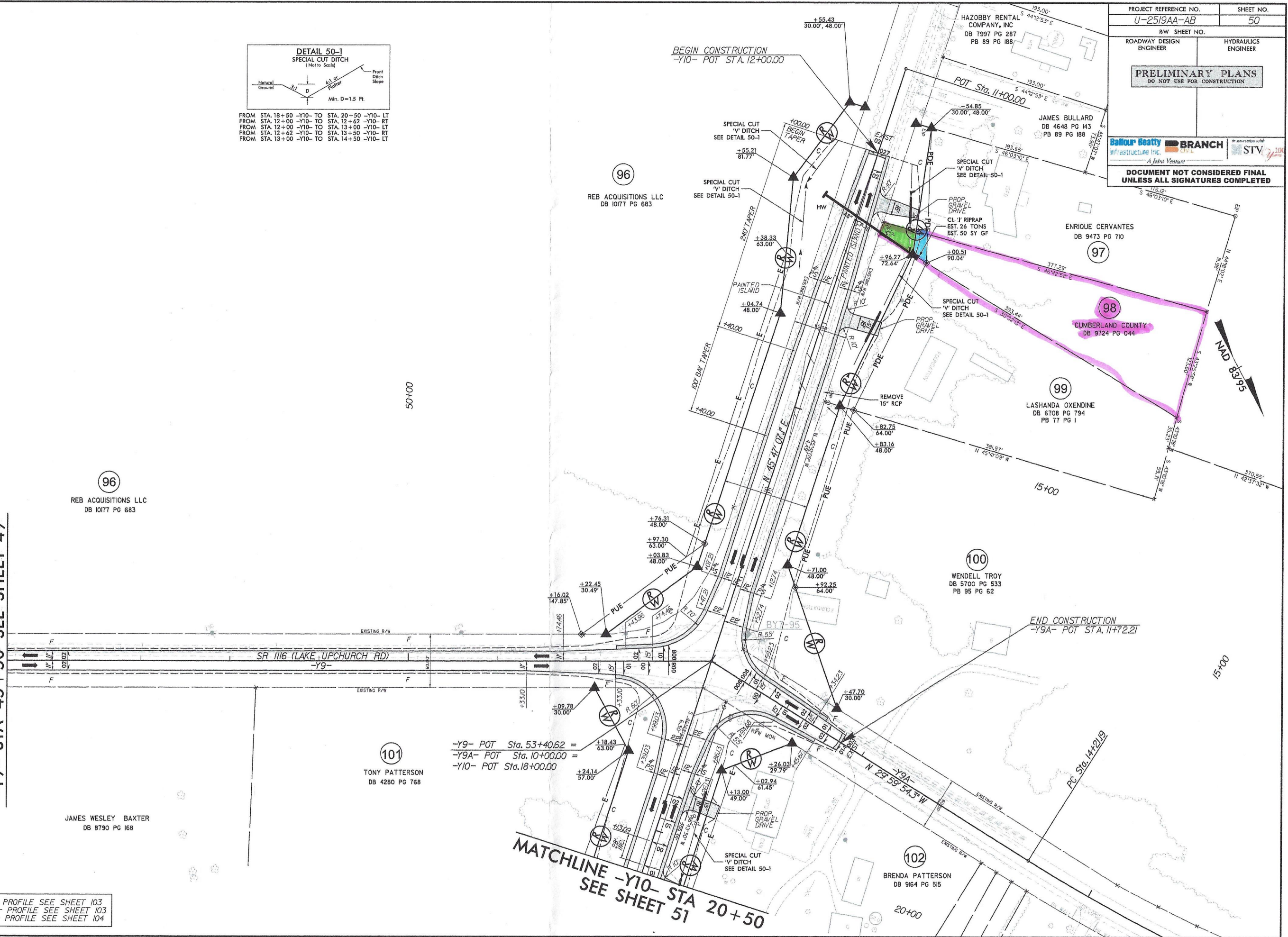
PROJECT REFERENCE NO. <b>U-2519AA-AB</b>		SHEET NO. <b>50</b>	
RW SHEET NO.		HYDRAULICS ENGINEER	
ROADWAY DESIGN ENGINEER			
<b>PRELIMINARY PLANS</b> DO NOT USE FOR CONSTRUCTION			
Balfour Beatty Infrastructure Inc. <b>BRANCH</b> STV			
A Joint Venture <b>DOCUMENT NOT CONSIDERED FINAL</b> <b>UNLESS ALL SIGNATURES COMPLETED</b>			



FROM STA. 18+50 -Y10- TO STA. 20+50 -Y10- LT  
 FROM STA. 12+00 -Y10- TO STA. 12+62 -Y10- RT  
 FROM STA. 12+00 -Y10- TO STA. 13+00 -Y10- LT  
 FROM STA. 12+62 -Y10- TO STA. 13+50 -Y10- RT  
 FROM STA. 13+00 -Y10- TO STA. 14+50 -Y10- LT

MATCHLINE  
 -Y9- STA 45+50 SEE SHEET 49

FOR -Y9- PROFILE SEE SHEET 103  
 FOR -Y9A- PROFILE SEE SHEET 103  
 FOR -Y10- PROFILE SEE SHEET 104



7/25/2018  
 R:\Roadway\Project\PSH\U2519AA-AB-rdy-psh50.dgn  
 User: R

Revenue Stamps \$ \_\_\_\_\_

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY R. A. Marshall CHECKED BY Marvin Hearn, HRES

The hereinafter described property ☐ Does ☒ Does not include the primary residence of the Grantor

RETURN TO: R. A. Marshall, Division 6 R/W Agent, NCDOT  
North Carolina Department of Transportation  
PO Box 1150, Fayetteville, NC 28302

NORTH CAROLINA  
COUNTY OF Cumberland

TIP/PARCEL NUMBER: U-2519AB 098  
WBS ELEMENT: 34817.2.28

TAX PARCEL 9493-84-1667

ROUTE: Future I-295 (I-95 to SR 1003)

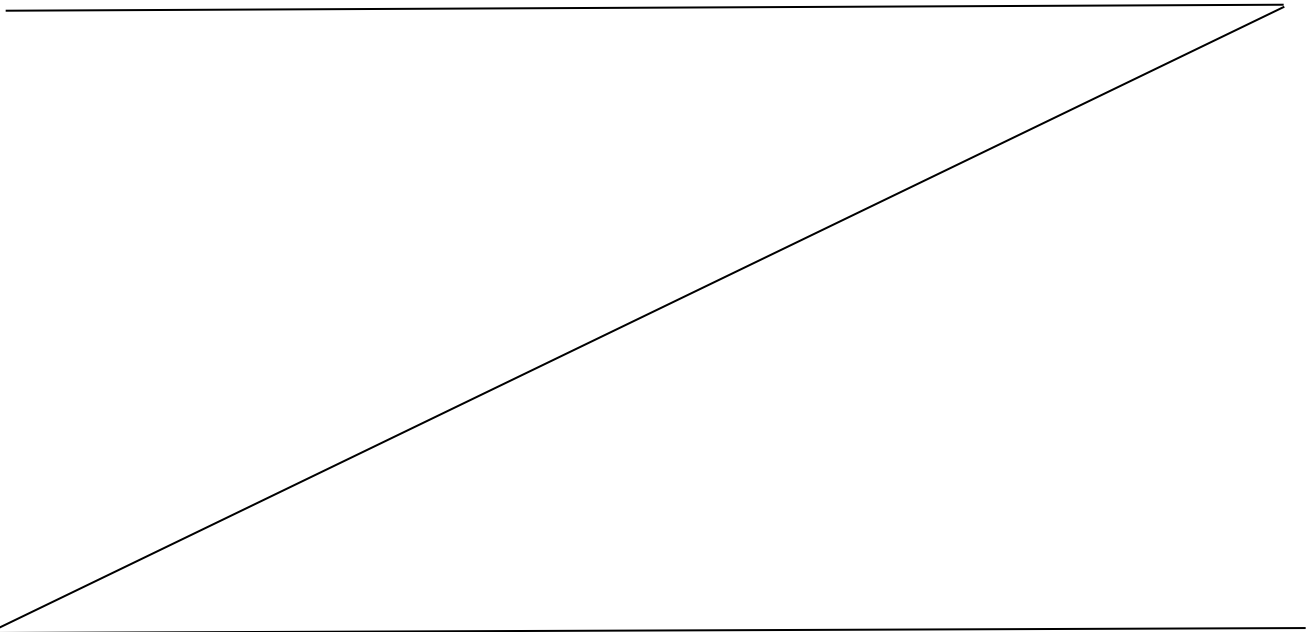
THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19  
by and between Cumberland County, a body politic and corporate  
PO Box 449  
Fayetteville, NC 28302

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ \_\_\_\_\_ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Rockfish Township, Cumberland County, North Carolina, which is particularly described as follows:

Point of beginning being N 47°9'6.6" W, 72.736 feet from -Y10- STA 13+00 thence to a point on a bearing of S 35°54'7.1" W 26.498 feet thence to a point on a bearing of S 46°42'57.8" E 38.128 feet thence to a point on a bearing of N 46°54'27.8" E 14.000 feet thence to a point on a bearing of N 30°32'12.8" W 44.167 feet returning to the point and place of beginning, containing 0.018 of an acre, more or less.





IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Permanent Drainage Easement described as follows:**

Point of beginning being N 47°9'6.6" W, 72.736 feet from -Y10- STA 13+00 thence to a point on a bearing of N 30°32'12.8" W 17.911 feet thence to a point on a bearing of S 29°41'6.1" W 32.172 feet thence to a point on a bearing of S 46°42'57.8" E 13.042 feet thence to a point on a bearing of N 35°54'7.1" E 26.498 feet returning to the point and place of beginning, containing 0.010 of an acre, more or less.

Said Permanent Drainage Easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Drainage Easement area. It is further understood and agreed that Permanent Drainage Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Drainage Easement area in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

NONE

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Cumberland County Registry in Deed Book 9724 Page 044 .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 34817.2.28 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 34817.2.28 , Cumberland County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:  
**NONE**

COUNTY: Cumberland WBS ELEMENT: 34817.2.28 TIP/PARCEL NO.: U-2519AB 098

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Cumberland County, a body politic  
and corporate

BY: \_\_\_\_\_ (Chair  
Jeannette M. Council, Chair  
Cumberland County Board of  
Commissioners

ATTEST: \_\_\_\_\_ (Clerk)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the <b>CUMBERLAND</b> COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the <b>CUMBERLAND</b> COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 <u>19</u> .
	_____ Notary Public
	My commission expires: _____

SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: County of Cumberland  
c/o Jeffrey Brown  
PO Box 449  
Fayetteville, NC 28302

DATE: 02/09/19  
TO: Lessee, if Applicable  
N/A

TIP/PARCEL NO.: U-2519AB 098  
COUNTY Cumberland  
DESCRIPTION: Future I-295 Fayetteville Outer Loop From I-95 In Robeson County To South Of SR 1003 (Camden Road) In Cumberland County  
WBS ELEMENT: 34817.2.28

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$	
Value of Permanent Easements to be Acquired	\$	
Value of Temporary Easement (Rental of Land) to be Acquired	\$	
Value of Improvements to be Acquired	\$	
Damages, if any, to Remainder	\$	
Benefits, if any, to Remainder	minus \$	10,100.00
<b>TOTAL CONTINGENT OFFER</b>	<b>\$</b>	<b>Benefits</b>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 9724, page 44, Cumberland County Registry, contains approximately 0.597 acres of which 0.018 acres is being acquired as right of way, leaving 0.579 acres remaining on the left with access to Old Plank Rd. Also being acquired is a permanent drainage easement containing approximately 0.010 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
None


Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A . Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

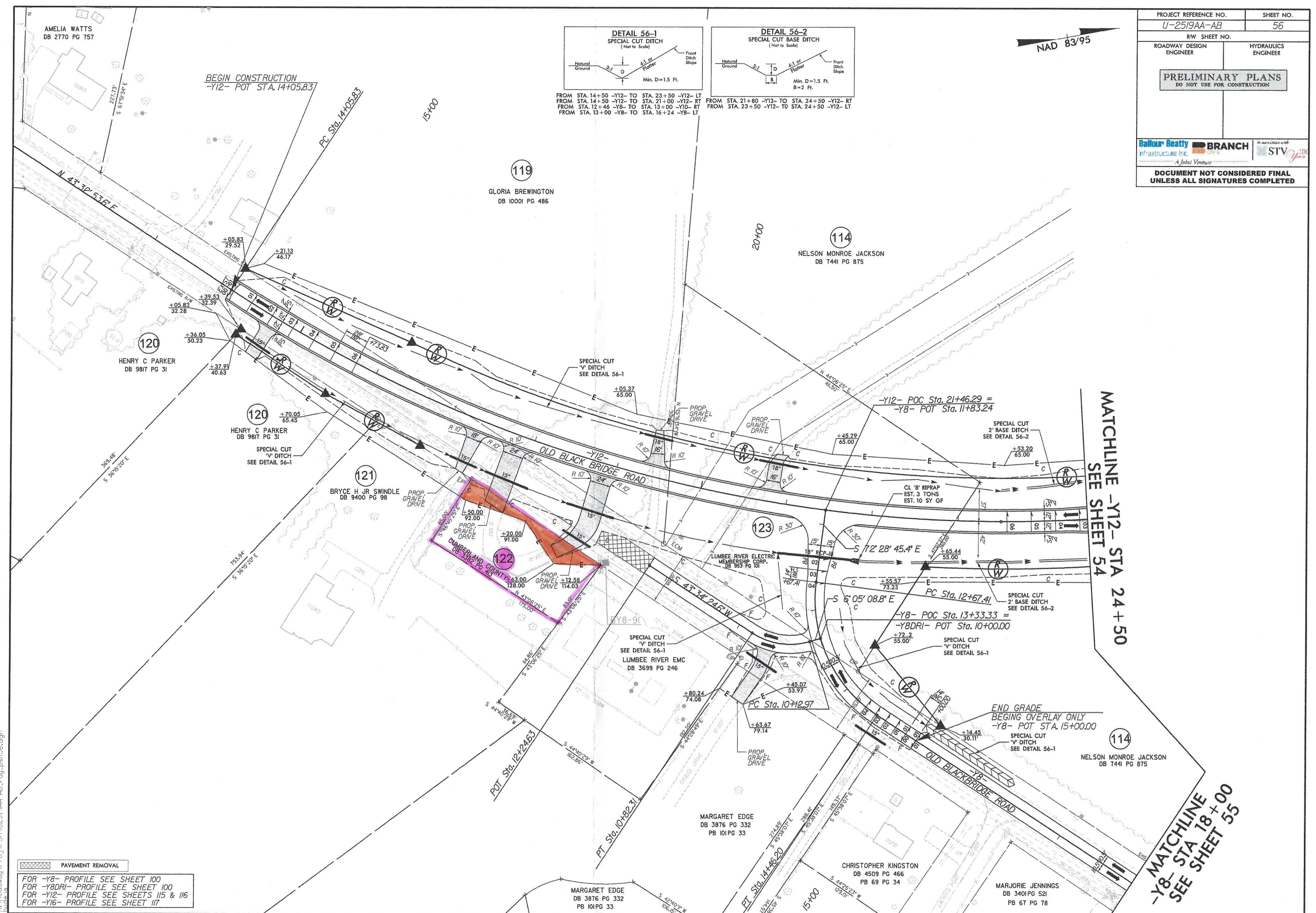
The original of this form was handed/mailed, if out of state owner, to Jeffrey Brown, Director of Public Utilities on February 9, 20 19 . Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is (704) 469-9242

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

(Signed)   
(Marvin Hearn) - Right of Way Agent





7/25/2018  
R:\Roadway\Proj\PSH\U2519AA-AB-rdy-ps56.dgn



20

+70.05  
65.45

PARKER  
PG 31

SPECIAL CUT  
'V' DITCH  
DETAIL 56-1

121

BRYCE H JR SWINDLE  
DB 9400 PG 98

PROP.  
GRAVEL  
DRIVE

+50.00  
92.00

PROP.  
GRAVEL  
DRIVE

+20.00  
91.00

122

CUMBERLAND COUNTY  
DB 3382 PG 413

+63.00  
128.00

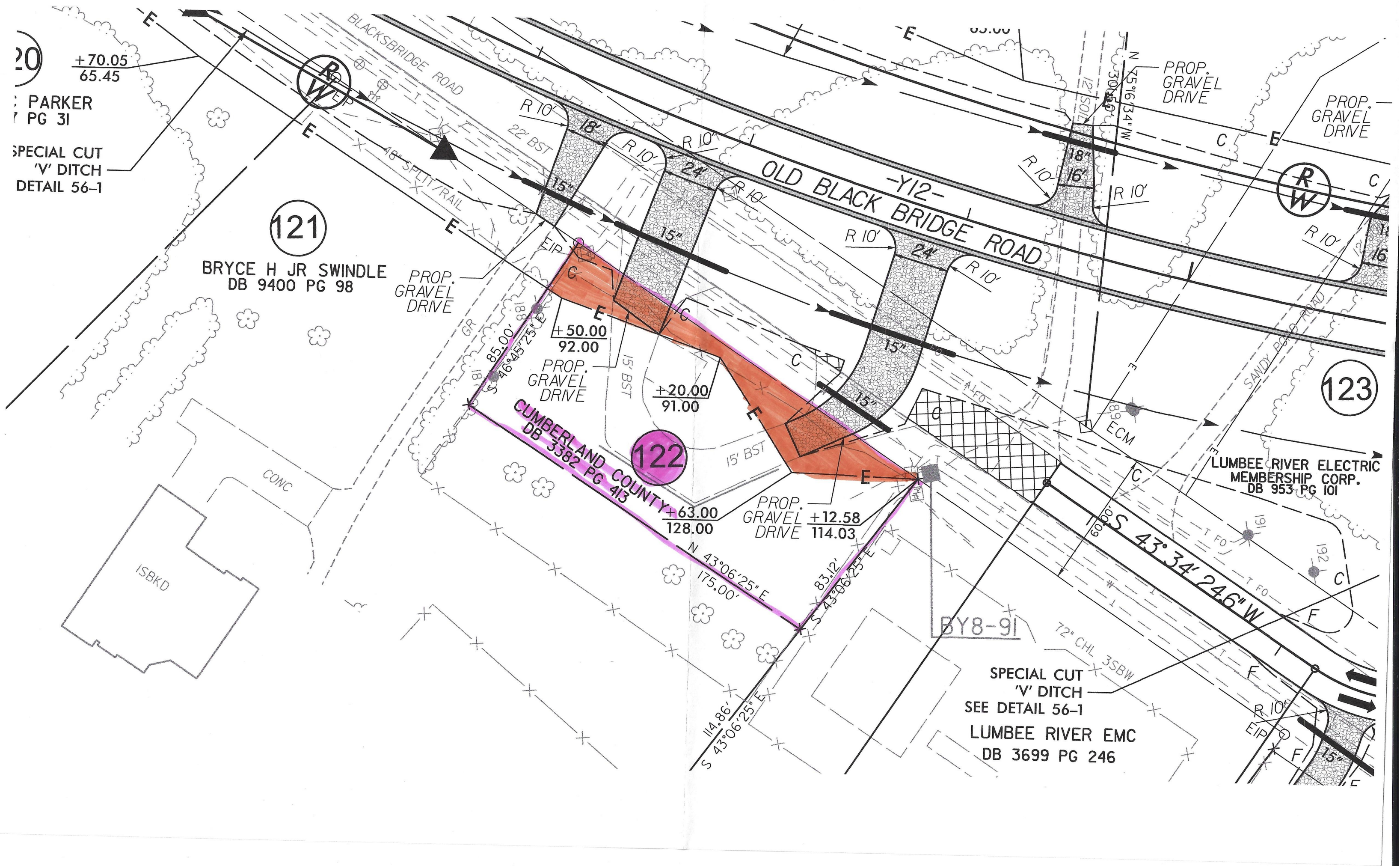
PROP.  
GRAVEL  
DRIVE

+12.58  
114.03

123

LUMBEE RIVER ELECTRIC  
MEMBERSHIP CORP.  
DB 953 PG 101

SPECIAL CUT  
'V' DITCH  
SEE DETAIL 56-1  
LUMBEE RIVER EMC  
DB 3699 PG 246





AGREEMENT FOR ENTRY

Prepared By: Marvin Hearn, HRES  
RETURN TO: R.A. Marshall, Division 6 R/W Agent  
North Carolina Department of Transportation  
PO Box 1150, Fayetteville, NC 28302

STATE OF NORTH CAROLINA TIP/PARCEL NO.: U-2519AB 122  
Cumberland COUNTY WBS ELEMENT 34817.2.28

THIS AGREEMENT made this the day of , 2019 , by  
and between the North Carolina Department of Transportation (hereinafter called the Department) and  
Cumberland County, a body politic and corporate

(hereinafter called the owners);

WITNESSETH

THAT WHEREAS, the Department desires to enter certain lands of the owners located in  
Rockfish Township, Cumberland County, described as follows:

TCE:  
Point of beginning being N 72°5'5.4" E, 162.969 feet from -Y12- STA 18+00 thence to a point on a bearing  
of S 43°45'47.2" W 180.298 feet thence to a point on a bearing of S 46°45'25.0" E 24.130 feet thence to a  
point on a bearing of N 42°36'57.4" E 7.559 feet thence to a point on a bearing of N 29°26'43.6" E 73.931  
feet thence to a point on a bearing of N 67°6'42.7" E 58.944 feet thence to a point on a bearing of N  
11°54'44.8" E 55.061 feet returning to the point and place of beginning, containing approximately 0.066 of  
an acre, more or less.

for the construction of State Highway Project 34817.2.28 .

WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without  
filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement  
and in further consideration of the mutual covenants contained herein, the parties to this agreement do  
hereby agree and consent that the Department , its employees, officials, contractors, or agents, or  
assigns, as well as utility companies and all others deemed necessary by the Department, may enter  
upon the above described lands for carrying on the work, construction, and utility relocations or utility  
encroachments for Project 34817.2.28 in accordance with the plans and specifications on file in its  
office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or  
assigns, as well as utility companies and all others deemed necessary by the Department, shall have the  
same rights for carrying on the work, construction, and utility relocations or utility encroachments for the  
project as would have been accorded by filing the pleadings required in North Carolina General Statute  
136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility  
Easement shown on the DEPARTMENT's plans for the installation and maintenance of utilities, and for  
all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its  
agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right  
to construct and maintain in a proper manner in, upon and through said premises utility line or lines with  
all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises  
for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon;  
together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that  
may in any way endanger or interfere with the proper maintenance and operation of the same with the  
right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents,assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT’S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners’ claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners’ claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

Cumberland County, a body politic  
and corporate

BY: \_\_\_\_\_ (Chair)  
Jeannette M. Council, Chair  
Cumberland County Board of  
Commissioners

ATTEST: \_\_\_\_\_ (Clerk)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION  
BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the <b>CUMBERLAND</b> COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the <b>CUMBERLAND</b> COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 <u>19</u> .  _____ Notary Public  My commission expires: _____

Revenue Stamps \$ \_\_\_\_\_

TEMPORARY EASEMENT

THIS INSTRUMENT DRAWN BY           R. A. Marshall           CHECKED BY           Marvin Hearn, HRES          

RETURN TO: R. A. Marshall, Division 6 R/W Agent, NCDOT  
North Carolina Department of Transportation  
PO Box 1150, Fayetteville, NC 28302

NORTH CAROLINA	TIP/PARCEL NUMBER:	<u>          U-2519AB 122          </u>
COUNTY OF <u>          Cumberland          </u>	WBS ELEMENT:	<u>          34817.2.28          </u>
TAX PARCEL <u>          0403-44-4448          </u>	ROUTE:	<u>          Future I-295 (I-95 to SR 1003)          </u>

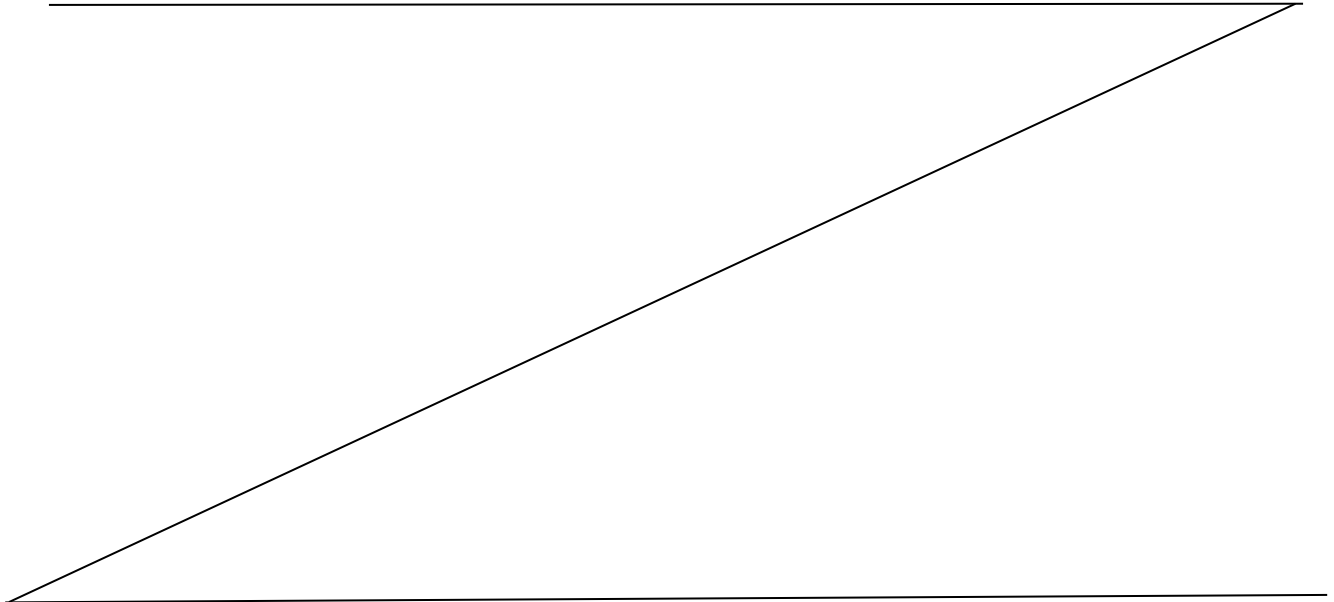
THIS EASEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 19  
by and between           Cumberland County, a body politic and corporate            
          PO Box 449            
          Fayetteville, NC 28302          

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT the GRANTORS, for themselves, their heirs, successors, executors, and assigns, for and in consideration of the sum of \$ \_\_\_\_\_ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors, and assigns, a temporary easement for highway purposes, subject to the terms and provisions hereinafter set forth, over a portion of real property described in deed(s) recorded in Book           3382          , Page           413           in the office of the Register of Deeds of           Cumberland           County, said easement being described as follows:

Point of beginning being N 72°5'5.4" E, 162.969 feet from -Y12- STA 18+00 thence to a point on a bearing of S 43°45'47.2" W 180.298 feet thence to a point on a bearing of S 46°45'25.0" E 24.130 feet thence to a point on a bearing of N 42°36'57.4" E 7.559 feet thence to a point on a bearing of N 29°26'43.6" E 73.931 feet thence to a point on a bearing of N 67°6'42.7" E 58.944 feet thence to a point on a bearing of N 11°54'44.8" E 55.061 feet returning to the point and place of beginning, containing approximately 0.066 of an acre, more or less.





Said easement widths, station numbers, survey lines and additional easement areas being delineated on that set of plans for State Highway Project 34817.2.28 on file in the office of the Department of Transportation in Raleigh, North Carolina, and also on a copy of said project plans which will be recorded, pursuant to N.C.G.S 136-19.4, in the Office of the Register of Deeds of Cumberland County, to which plans reference is hereby made for greater certainty of description of the easement areas herein conveyed and for no other purpose.

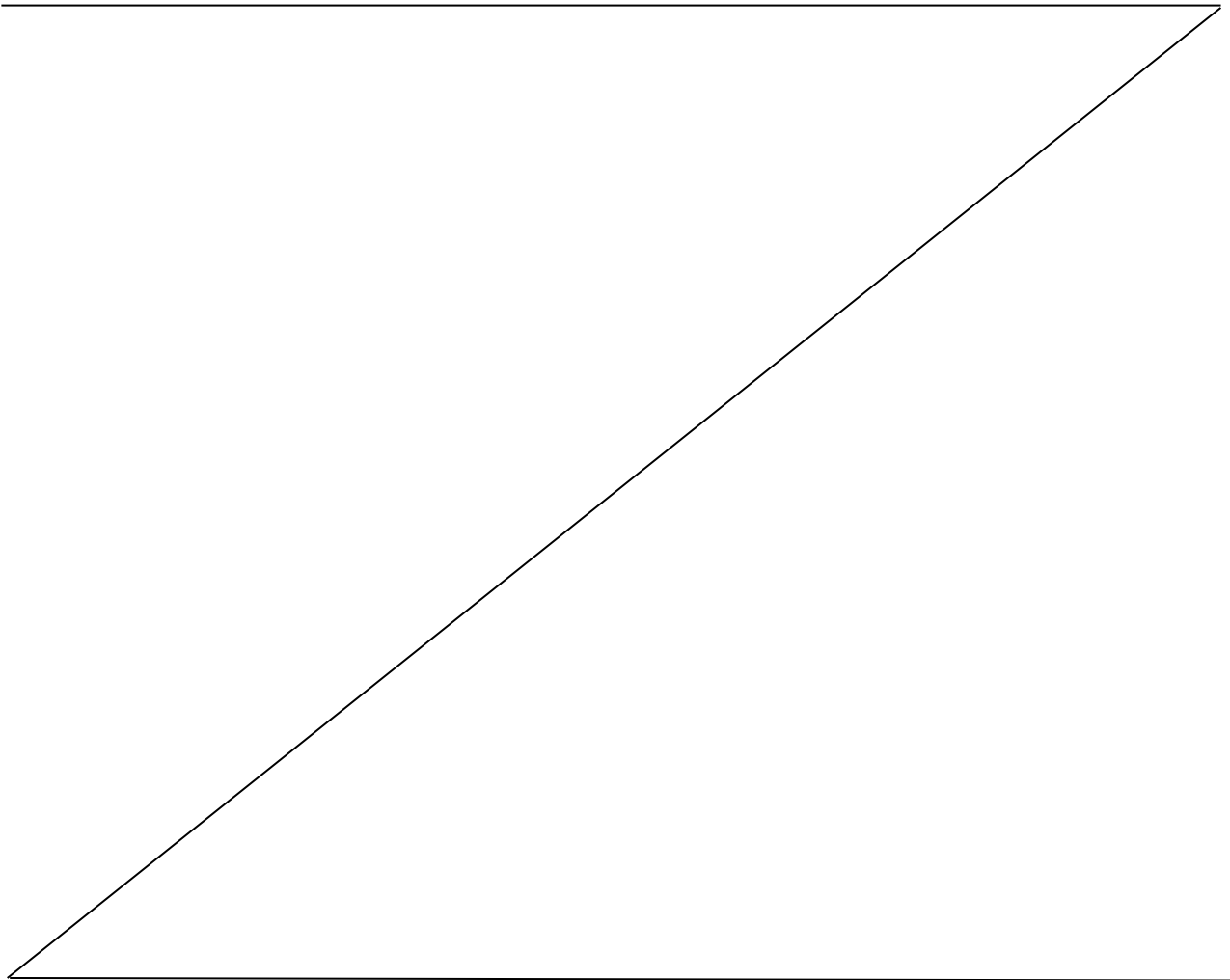
This EASEMENT is subject to the following terms and provisions only:

The undersigned property owners, recognizing that the Department of Transportation has the right to make adjustments to the road within the existing right of way, and further understanding that such adjustments may disrupt our driveway, do hereby request that the Department of Transportation enter upon our lands outside of the right of way to the extent as is necessary to reconnect our driveway, and we will have no claim as a result of the reconstruction of said driveway

There are no conditions to this EASEMENT not expressed herein.

TO HAVE AND TO HOLD said temporary easement for highway purposes, subject to the terms and provisions hereinabove set forth, unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the said temporary easement; and that they will warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 34817.2.28 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 34817.2.28 , Cumberland County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.



COUNTY: Cumberland WBS ELEMENT: 34817.2.28 TIP/PARCEL NO.: U-2519AB 122

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Cumberland County, a body politic and corporate

BY: Jeannette M. Council, Chair (Chair)  
Cumberland County Board of Commissioners

ATTEST: \_\_\_\_\_ (Clerk)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the <b>CUMBERLAND</b> COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the <b>CUMBERLAND</b> COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by _____ as its CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 <u>19</u> .
	_____ Notary Public
	My commission expires: _____

SUMMARY STATEMENT/CONTINGENT OFFER TO PURCHASE REAL PROPERTY  
DUE TO THE ACQUISITION OF RIGHT OF WAY AND DAMAGES

TO: County of Cumberland  
c/o Jeffrey Brown  
PO Box 449  
Fayetteville, NC 28302

DATE: 02/09/19  
TO: Lessee, if Applicable  
N/A

TIP/PARCEL NO.: U-2519AB 122  
COUNTY Cumberland  
DESCRIPTION: Future I-295 Fayetteville Outer Loop From I-95 In Robeson County To South Of SR 1003 (Camden Road) In Cumberland County  
WBS ELEMENT: 34817.2.28

Dear Property Owner:

The following contingent offer of just compensation is based on the fair market value of the property and is not less than the approved appraised value for the appropriate legal compensable interest or interests. The approved value disregards any increase or decrease in the fair market value of the property acquired due to influence caused by public knowledge of this project. The contingent offer of just compensation is based on an analysis of market data, comparable land sales, and, if applicable, building costs in the area of your property. **Please retain this form as it contains pertinent income tax information.**

Value of Right of Way to be Acquired	\$	
Value of Permanent Easements to be Acquired	\$	
Value of Temporary Easement (Rental of Land) to be Acquired	\$	1,050.00
Value of Improvements to be Acquired	\$	2,250.00
Damages, if any, to Remainder	\$	
Benefits, if any, to Remainder	minus \$	
<b>TOTAL CONTINGENT OFFER</b>	<b>\$</b>	<b>3,300.00</b>

The total contingent offer includes all interests other than leases involving Federal Agencies and Tenant owned improvements.

(A) Description of the land and effects of the acquisition

Subject property described in Deed Book 3382, page 413, Cumberland County Registry, contains approximately 0.342 acres of which 0.000 acres is being acquired as right of way, leaving 0.342 acres remaining on the right with access to Old Black Bridge Rd. Being acquired is a temporary construction easement containing approximately 0.066 acres.

(B) The TOTAL CONTINGENT OFFER includes payment for the improvements and appurtenances described below:  
Chain-link Fencing, Signs


Provided there is sufficient time remaining in the project schedule, you may repurchase these improvements for a retention value, with the stipulation that you remove them from the acquisition area at no expense to the Department.

(C) Should you desire to sell the Department the portion of your property considered to be an uneconomic remnant or buildable lot, as explained to you by the Right of Way Agent, the total contingent offer would be: \$ N/A . Please note that any contingent offer to purchase a remnant/buildable lot is conditioned upon the remnant/buildable lot being environmentally clean prior to the conveyance to the Department. You may be required to provide the Department with a release from the appropriate environmental agency stating that all contaminants have been remediated and/or removed to their standards.

The original of this form was handed/mailed, if out of state owner, to Jeffrey Brown, Director of Public Utilities on February 9, 20 19 . Owner was furnished a copy of the Right of Way Brochure/Owner's Letter.

I will be available at your convenience to discuss this matter further with you. My telephone number is (704) 469-9242

Please be advised that the agent signing this form is only authorized to recommend settlement to the North Carolina Department of Transportation, and any recommended settlement is not a binding contract unless and until accepted by the North Carolina Department of Transportation by its formal execution of documents for conveyance of Right of Way, Easements, and/or other interests.

(Signed)   
(Marvin Hearn) - Right of Way Agent

7013 2630 0000 9305 3015

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**OFFICIAL USE**

Postage	\$
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

02/09/19  
U-2519AB 098+122

Sent To	County of Cumberland	ATTN: Jeffrey Brown
Street, Apt. No., or PO Box No.	P.O. Box 449	
City, State, ZIP+4	Fayetteville, NC	28302



## **COMMUNITY DEVELOPMENT**

### **MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019 AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: TRACY JACKSON, ASST. COUNTY MANAGER FOR  
ENVIRONMENTAL AND COMMUNITY SAFETY**

**DATE: 2/25/2019**

**SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER  
RECOVERY (CDBG-DR) UPDATE**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): COMMUNITY DEVELOPMENT STAFF**

#### **BACKGROUND**

Cumberland County implements activities funded through the Community Development Block Grant - Disaster Recovery program. The attached report is an update on the status of all projects undertaken by Cumberland County including the Housing Recovery Program applications submitted through the Intake Center.

#### **RECOMMENDATION / PROPOSED ACTION**

No action is needed. This item is provided for information purposes only.

#### **ATTACHMENTS:**

Description	Type
Cumberland County CDBG-DR Program Update	Backup Material

**CUMBERLAND COUNTY CDBG-DR PROGRAM UPDATE**  
**FOR THE MARCH 14, 2019**  
**BOARD OF COMMISSIONER'S AGENDA SESSION**

Status as of February 23, 2019:

<b>Total Applications</b>	<b>County Application Intake (Step 1)</b>	<b>State Eligibility Check (Step 2)</b>	<b>State Duplication of Benefits Check (Step 3)</b>	<b>State Under Further Review /Withdrawn /Ineligible/Inactive</b>
316	27 (5 county/22 city)	26 (5 county/21 city)	3 (3 city)	43 / 22 /40/ 1
<b>State Inspection &amp; Environmental Review (Step 4)</b>	<b>State Grant Determination (Step 5)</b>	<b>Contractor Selection (Step 6)</b>	<b>Construction (Step 7)</b>	<b>Completion (Step 8)</b>
94 (23 county/71 city)	59 (15 county/44 city)	0	0	1 (1 county/0 city)

*\*Step 1 performed by County; Steps 2-8 performed by State*

Milestones/Activities:

- The 59 in Step 5 consist of: 17 Appeals (11-city/6-county); 30 Accepted (25-city/5-county); and 12 Pending Applicants Decision (7-city/5-county);
- Board approved Professional Project Management Services agreement with Threadcraft Engineering at the meeting on February 18, 2019;
- Board approved proposed Draft Amendment One to CDBG-DR Agreement between State and County submitted to NCEM/Commerce – pending HUD approval State's Action Plan Amendment#3;
- Ongoing– County staff processing applications and submitting to State for conducting Steps 2-8;
- Robins Meadow Permanent Supportive Housing Project notice to proceed with environmental review issued; Robins Meadow Permanent Supportive Housing Project A/E Services RFQ posted;
- City staff identified sites to submit preliminary project information for Community Resource Center Project
- The State is still currently developing policies before implementing the following programs – Buyout/Acquisition; Renters/Landlords; and Temporary/Relocation Programs

Current Staffing:

- State POC: John Ebbighausen – Director of Disaster Recovery Programs, NC Office of Recovery & Resiliency (NCORR); David Cauthorn, Comm. Outreach Specialist – NCORR
- Cumberland County:
  - Sylvia McLean, P.T. Community Development (CD) Consultant; Terrinique Washington, Admin Support Specialist; Chavaungh McLamb, Admin Housing Coordinator II; Tye Vaught, Admin Program Officer II
- City of Fayetteville: Cindy Blot, Eco & CD Director; Anedra Walls, Admin Assistant

Hours of Operation (Cumberland County Application Intake Center):

- Monday – Friday, 9 a.m. to 4 p.m.
- Location – Cumberland County Community Development Dept – 707 Executive Place



**ENGINEERING AND INFRASTRUCTURE DEPARTMENT**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE  
DIRECTOR**

**DATE: 2/25/2019**

**SUBJECT: PROJECT UPDATES**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s): JEFFERY P. BROWN, PE, ENGINEERING & INFRASTRUCTURE  
DIRECTOR**

**BACKGROUND**

Please find attached the monthly project update report for your review.

**RECOMMENDATION / PROPOSED ACTION**

This is for information purposes only as there is no action required for this item.

**ATTACHMENTS:**

Description	Type
Monthly Project Update	Backup Material



MONTHLY PROGRESS REPORT			
Project Location	Construction Amount	Project Status	Contract Duration
Courthouse, Detention Center, Community Corrections, Headquarters Library Parking Lots	\$174,251.53	HQ Parking Lot improvements are the remaining improvements on this project. The project has been delayed by PNG and PWC.	90 days
Veteran's Services Parking Lot	\$135,462.33	Contractor is preparing project schedule. Weather and asphalt availability have delayed the contract start date.	35 days
Building Envelope Repairs Project	\$551,479.00	The contractor is performing work at the Department of Social Services.	120 days
Crown Coliseum Membrane and Sealant	\$1,735,100.00	The contractor is performing remaining change orders and cleaning up the site	180 days
Crown Complex Stormwater Pond A	\$642,212.50	Contractor is installing additional drainage due to seeping. The bottom of the pond is being excavated.	150 days
Crown Complex Stormwater Pond B	\$705,040.00	Contractor is installing ground cover on the project. Grading operations are completed. The contractor is preparing for sheet pile installation.	150 days
Overhills Park Water and Sewer District	\$4,131,106.59	Contractor is performing repairs to both lift stations. The contractor is awaiting the arrival of parts to complete the lift station repairs due to Hurricane Florence.	565 days



**FINANCE OFFICE**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019  
AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: VICKI EVANS, FINANCE DIRECTOR**

**DATE: 2/28/2019**

**SUBJECT: FINANCIAL REPORT**

**Requested by: AMY CANNON, COUNTY MANAGER**

**Presenter(s): VICKI EVANS, FINANCE DIRECTOR**

**BACKGROUND**

The financial report is included which shows results of the general fund for fiscal year 2019, January year-to-date. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

**RECOMMENDATION / PROPOSED ACTION**

No action needed - for discussion and information purposes only.

**ATTACHMENTS:**

Description

FY2019 January YTD monthly financial report

Type

Backup Material

**County of Cumberland  
General Fund Revenues**

REVENUES	FY17-18 AUDITED	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	YTD ACTUAL	PERCENT OF BUDGET TO DATE	*
				AS OF January 31, 2019		
Ad Valorem Taxes						
Current Year	\$ 163,194,457	\$ 163,777,000	\$ 163,777,000	\$ 158,651,754	96.9%	(1)
Prior Years	1,105,826	1,121,000	1,121,000	993,595	88.6%	
Motor Vehicles	18,788,786	18,326,000	18,326,000	11,033,614	60.2%	(2)
Penalties and Interest	740,525	500,000	500,000	400,825	80.2%	
Other	955,996	908,000	908,000	592,672	65.3%	
Total Ad Valorem Taxes	184,785,590	184,632,000	184,632,000	171,672,460	93.0%	
Other Taxes						
Sales	41,809,642	42,625,774	42,625,774	14,158,303	33.2%	(3)
Real Estate Transfer	1,096,191	700,000	700,000	758,653	108.4%	
Other	1,040,243	1,060,000	1,060,000	320,336	30.2%	
Total Other Taxes	43,946,076	44,385,774	44,385,774	15,237,292	34.3%	
Unrestricted & Restricted Intergovernmental Revenues	64,499,043	62,049,904	63,778,018	25,717,963	40.3%	(4)
Charges for Services	13,697,342	12,312,681	12,349,416	5,890,623	47.7%	
Other Sources (includes Transfers In)	8,790,385	2,442,205	2,540,280	1,916,080	75.4%	
Proceeds Refunding Bonds	23,005,000	-	-	-	NA	(5)
Premium on COPS Sold	4,285,557	-	-	-	NA	(5)
County Closing Contribution	254,735	-	-	-	NA	(5)
Lease Land CFVMC	3,813,452	3,714,637	3,714,637	3,533,596	95.1%	(6)
Total Other	40,149,130	6,156,842	6,254,917	5,449,676	87.1%	
<b>Total Revenue</b>	<b>\$ 347,077,181</b>	<b>\$ 309,537,201</b>	<b>\$ 311,400,125</b>	<b>\$ 223,968,014</b>	<b>71.9%</b>	
Fund Balance Appropriation		7,447,195	23,083,442	-	0.0%	(7)
<b>Total Funding Sources</b>	<b>\$ 347,077,181</b>	<b>\$ 316,984,396</b>	<b>\$ 334,483,567</b>	<b>\$ 223,968,014</b>	<b>67.0%</b>	

**County of Cumberland**  
**General Fund Expenditures**

DEPARTMENTS	FY17-18 AUDITED	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	YTD ACTUAL	PERCENT OF BUDGET TO DATE	**
				AS OF January 31, 2019		
Governing Body	\$ 574,959	\$ 628,960	\$ 628,960	\$ 415,428	66.1%	
Administration	1,395,666	1,525,894	1,565,394	876,579	56.0%	
Public Affairs/Education	470,475	497,286	523,286	262,593	50.2%	
Human Resources	803,599	924,551	924,551	576,792	62.4%	
Print, Mail, and Design	690,408	788,684	788,684	544,755	69.1%	
Court Facilities	150,183	156,220	156,220	38,021	24.3% <sup>(1)</sup>	
Facilities Maintenance	1,812,003	1,024,101	1,024,101	523,859	51.2%	
Landscaping & Grounds	591,282	669,140	669,140	404,047	60.4%	
Carpentry	184,325	162,507	162,507	101,262	62.3%	
Facilities Management	1,233,496	1,316,856	1,316,856	759,999	57.7%	
Public Buildings Janitorial	705,450	724,839	724,839	412,605	56.9%	
Central Maintenance	613,017	948,724	954,091	455,429	47.7%	
Information Services	3,425,808	4,336,330	7,087,516	3,194,458	45.1% <sup>(2)</sup>	
Board of Elections	1,148,659	2,237,329	2,242,171	1,239,076	55.3%	
Finance	1,156,051	1,295,351	1,295,351	726,848	56.1%	
Legal	715,602	804,578	804,578	440,470	54.7%	
Register of Deeds	1,971,119	2,394,577	2,846,373	1,250,057	43.9%	
Tax	5,154,623	5,683,071	5,820,571	3,388,481	58.2%	
Debt Service	21,449,809	-	-	-	NA <sup>(3)</sup>	
General Government Other	2,816,737	3,967,735	4,555,766	2,010,736	44.1%	
Sheriff	46,553,352	52,720,576	53,174,995	30,877,517	58.1%	
Emergency Services	3,018,749	3,674,666	3,976,373	2,135,795	53.7%	
Criminal Justice Pretrial	447,799	564,038	564,038	300,018	53.2%	
Youth Diversion	9,549	63,654	63,654	13,300	20.9% <sup>(4)</sup>	
Animal Control	2,909,358	3,248,915	3,293,898	1,944,058	59.0%	
Public Safety Other (Medical Examiners, NC Detention Subsidy, etc.)	1,296,751	1,444,268	1,444,268	564,534	39.1% <sup>(5)</sup>	
Public Health	21,281,667	23,104,110	23,589,340	13,529,361	57.4%	
Mental Health	3,098,258	5,463,227	5,471,227	3,868,903	70.7%	
Social Services	59,392,604	60,359,879	60,539,520	35,048,415	57.9%	
Veteran Services	383,191	408,159	408,159	223,400	54.7%	

**County of Cumberland  
General Fund Expenditures**

DEPARTMENTS	FY17-18 AUDITED	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	YTD ACTUAL	PERCENT OF BUDGET TO DATE	**
				AS OF January 31, 2019		
Child Support	4,757,955	5,205,713	5,205,713	2,863,445	55.0%	
Spring Lake Resource Administration	30,978	34,332	34,332	15,696	45.7%	
Library	10,176,826	10,807,325	10,823,937	6,505,574	60.1%	
Stadium Maintenance	92,285	117,296	117,296	60,187	51.3%	
Culture Recreation Other (Some of the Community Funding)	268,069	268,069	268,069	236,535	88.2%	(6)
Planning	2,888,049	3,522,591	3,528,841	1,868,164	52.9%	
Engineering	1,171,023	1,987,178	1,587,178	703,416	44.3%	
Cooperative Extension	550,814	717,173	719,173	329,698	45.8%	
Location Services	304,055	315,177	315,177	92,409	29.3%	(7)
Soil Conservation	142,710	142,570	647,875	142,697	22.0%	(8)
Public Utilities	89,168	87,153	87,153	53,150	61.0%	
Economic Physical Development Other	20,000	20,000	20,000	20,000	100.0%	
Industrial Park	1,117	1,104	11,254	8,571	76.2%	
Economic Incentive	462,345	461,677	461,677	28,749	6.2%	(9)
Water and Sewer	-	250,000	250,000	-	0.0%	(10)
Education	93,830,717	92,457,009	93,143,900	61,257,267	65.8%	
Other Uses:						
Transfers Out	7,611,953	19,451,804	30,645,565	258,256	0.8%	(11)
Refunding of 2009A and 2011B LOBS	27,531,480	-	-	-	NA	(12)
<b>TOTAL</b>	<b>\$ 335,384,092</b>	<b>\$ 316,984,396</b>	<b>\$ 334,483,567</b>	<b>\$ 180,570,611</b>	<b>54.0%</b>	

Expenditures by Category	FY17-18 UNAUDITED	FY18-19 ADOPTED BUDGET	FY18-19 REVISED BUDGET	AS OF	PERCENT OF BUDGET TO DATE	
				January 31, 2019		
Personnel Expenditures	\$ 123,827,311	\$ 140,421,227	\$ 140,478,008	\$ 80,760,537	57.5%	
Operating Expenditures	151,864,357	153,678,512	159,691,473	97,452,332	61.0%	
Capital Outlay	2,582,289	2,655,876	2,891,544	1,672,044	57.8%	
Debt Service	21,966,702	-	-	-	0.0%	(3)
Refunding of 2009A and 2011B LOBS	27,531,480	-	-	-	0.0%	(12)
Transfers To Other Funds	7,611,953	20,228,781	31,422,542	685,698	2.2%	(11)
<b>TOTAL</b>	<b>\$ 335,384,092</b>	<b>\$ 316,984,396</b>	<b>\$ 334,483,567</b>	<b>\$ 180,570,611</b>	<b>54.0%</b>	

## COUNTY OF CUMBERLAND

Fiscal Year 2019 - January Year-to-Date Actuals (Report Run Date: February 27, 2019)

### Additional Detail

#### General Fund Revenues

\*

(1)	<b>Current Year Ad Valorem</b> 96.9% - the bulk of revenues are typically recorded between November - January.
(2)	<b>Motor Vehicles</b> 60.2% - YTD Actual reflects 7 months of collections.
(3)	<b>Sales Tax</b> 33.2% - YTD Actual reflects 4 months of collections.
(4)	<b>Unrestricted/Restricted Intergovernmental</b> 40.3% - A large portion of this revenue is expenditure based. Funds are spent/then we are paid. This leads to a one-two month lag in receiving the funds.
(5)	<b>Proceeds on Refunding/Premium/Closing</b> NA - The County has not completed a refunding this fiscal year.
(6)	<b>Lease Land CFVMC</b> 95.1% - The hospital is invoiced at the beginning of the year and typically pays immediately.
(7)	<b>Fund Balance Appropriation</b> 0% - Direct entries are not made to fund balance.

#### General Fund Expenditures

\*\*

(1)	<b>Court Facilities</b> 24.3% - Expenses are low due to repairs and maintenance expenses not being expended thus far.
(2)	<b>Information Services</b> 45.1% - Funds have been encumbered for the Tax Office software project (~\$1,526,000) and for computer software (~\$633,000), but not yet paid.
(3)	<b>Debt Service</b> NA - This category has been moved out of the general fund and into the capital investment fund.
(4)	<b>Youth Diversion</b> 20.9% - Vacant position within the department. An allocation is done for the administrative assistant that is helping with the program.
(5)	<b>Public Safety Other</b> 39.1% - Invoice receipt is lagging by 1.5 months. However, funds are encumbered for these services through year-end.
(6)	<b>Culture and Rec Other</b> 88.2% - Funding for 5 different contracts. ASOP contract paid in full for the year.
(7)	<b>Location Services</b> 29.3% - Vacant position within the department.
(8)	<b>Soil Conservation</b> 22.0% - The Stream Debris Removal grant has not been expended because of the difficulty in clearing streams due to extreme/unusually high waters.
(9)	<b>Economic Incentive</b> 6.2% - Economic incentives are budgeted at 100% of agreements but are not paid unless/until the company complies.
(10)	<b>Water and Sewer</b> 0% - Use of the budgeted funds has not yet been required.
(11)	<b>Transfers Out</b> 0.8% - Transfers are generally prepared toward the end of the fiscal year.



**ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP**

**MEMORANDUM FOR THE AGENDA OF THE MARCH 14, 2019**  
**AGENDA SESSION**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: MELISSA C. CARDINALI**

**DATE: 3/7/2019**

**SUBJECT: HEALTH INSURANCE UPDATE**

**Requested by: AMY H. CANNON, COUNTY MANAGER**

**Presenter(s):**

**BACKGROUND**

Total health insurance claims for FY19 are up 38% for the month of January as compared to the same month in FY18. To provide some perspective on the claims, below is the 7-month average for the past 5 fiscal years. This average represents the average claims for July - January of each fiscal year. Additionally, graphs are provided as an aid to the analysis.

**Average claims per fiscal year through January:**

FY15 \$1,536,398  
FY16 \$1,750,837  
FY17 \$1,395,026  
FY18 \$1,463,919  
FY19 \$1,693,614

**RECOMMENDATION / PROPOSED ACTION**

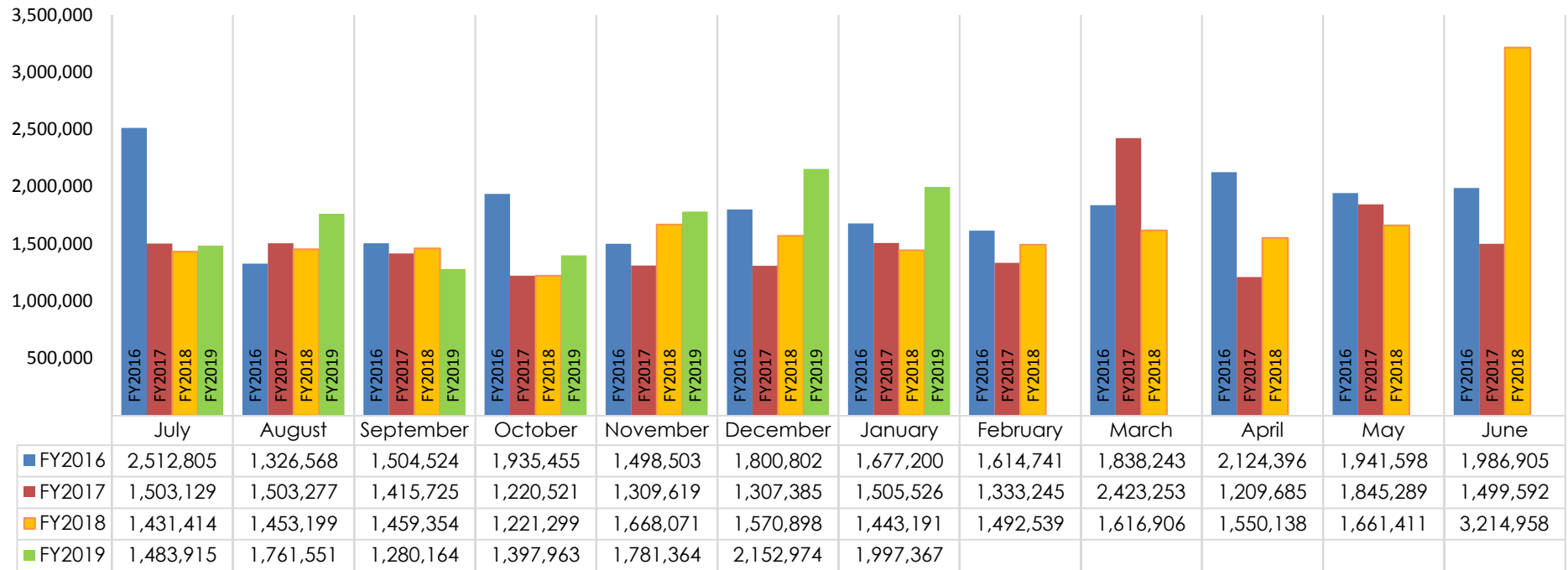
For information only – no action needed.



**ATTACHMENTS:**

Description	Type
Insurance Trends Graphs	Backup Material

# Monthly Insurance Claims FY16-FY19



■ FY2016 ■ FY2017 ■ FY2018 ■ FY2019

## Monthly Insurance Claims FY16 - FY19

