
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
APRIL 1, 2024
9:00 AM

INVOCATION - Chairman Glenn Adams

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA

2. PRESENTATION

A. 50th Anniversary of the Community Development Block Grant Program

3. CONSENT AGENDA

A. Approval of January 2, 2024 Regular Meeting Minutes and February 5, 2024 Regular Meeting Minutes

B. Approval of Departmental Records Retention Schedules and Amendments

C. Approval to Pay Prior Year Invoices

D. Approval of Proclamation Honoring Comedian Kevin Hart

E. Approval of Proclamation Recognizing April 2024 as Child Abuse Prevention and Awareness Month

F. Approval of Proclamation Proclaiming April 1-5, 2024 as Community Development Week

G. Approval of Proclamation Recognizing March 30, 2024 as Doctors' Day in Cumberland County

H. Approval of Proclamation Designating April 1-7, 2024 as National Public Health Week in Cumberland County

I. Approval of Proclamation Recognizing April 14-20, 2024 as National Public Safety Telecommunicators Week

J. Approval of Proclamation Recognizing April 2024 as Fayetteville Cumberland Reentry Council Second Chance Month

K. Approval of Proclamation Recognizing April 2024 as Diversity Month in Cumberland County

L. Approval of Proclamation Recognizing April 2024 as National Alcohol Awareness Month

M. Approval of Proclamation Recognizing April 2024 as National County Government Month

- N. Approval of Proclamation Recognizing April 14-20, 2024 as National Animal Care and Control Appreciation Week
- O. Approval of Budget Ordinance Amendment for the April 1, 2024 Board of Commissioners' Agenda

4. ITEMS OF BUSINESS

- A. Award of the Construction Contract for Test Well Program - Gray's Creek Phase 1
- B. Consideration of Request to Reduce Flat Rate Fees at Ann Street Landfill for Cumberland Cleans Anti-Litter Campaign
- C. Consideration of Resolution Electing the Ad Valorem Method for Distribution of Sales Tax Proceeds

5. NOMINATIONS ** There are No Nominations for This Meeting**

6. APPOINTMENTS

- A. Cape Fear Valley Board of Trustees (1 Vacancy)
- B. Civic Center Commission (3 Vacancies)
- C. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)
- D. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

RECESS THE BOARD OF COMMISSIONERS' MEETING

CONVENE THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

7. GRAY'S CREEK WATER AND SEWER DISTRICT ITEMS OF BUSINESS

- A. Award of the Construction Contract for Test Well Program - Gray's Creek Phase 1

ADJOURN THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

RECONVENE THE BOARD OF COMMISSIONERS MEETING

8. CLOSED SESSION: If Needed

ADJOURN

REGULAR BOARD MEETINGS:

April 15, 2024 (Monday) 6:45 PM

May 6, 2024 (Monday) 9:00 AM

May 20, 2024 (Monday) 6:45 PM

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

**THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM
CHANNEL 5**



COMMUNITY DEVELOPMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, INTERIM COMMUNITY DEVELOPMENT DIRECTOR

DATE: 3/23/2024

SUBJECT: 50TH ANNIVERSARY OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

BACKGROUND

The U.S. Department of Housing and Urban Development launched the Community Development Block Grant (CDBG) Program in 1974, designed to equip local governments with the financial means necessary to aid low- and moderate-income individuals. Cumberland County has been a beneficiary of this program, receiving over \$39 million in CDBG funds and over \$17 million in HOME funds since 1995. These funds have played a critical role in implementing a variety of initiatives focused on affordable housing, public services, public facilities and infrastructure, homelessness, and economic development. Moreover, the program has been pivotal in addressing the adverse effects of the COVID-19 pandemic by providing essential housing, supportive services, and shelter to those at risk of or experiencing homelessness.

The year 2024 marks a significant milestone—the 50th anniversary of the CDBG Program. This anniversary underscores the program's longstanding commitment to community improvement and its substantial impact on enhancing the quality of life for low-to-moderate-income families in Cumberland County. In recognition of this milestone, and to celebrate the achievements facilitated by the CDBG Program, the week of April 1 - April 5, 2024, has been proclaimed Community Development Week in Cumberland County. This week is dedicated to acknowledging the program's success and the collaborative efforts among local governments, residents, businesses, and non-profit organizations that have been instrumental in meeting the diverse needs of our community.

It is vital to recognize the hard work and dedication of the Community Development staff, whose efforts have been key to the success of the CDBG Program and its initiatives in Cumberland County. Their commitment deserves acknowledgment as part of the celebration of Community Development Week. Community Development Week is an opportunity for us to reflect on the achievements made possible through these funds and to look forward to continuing our efforts in fostering sustainable community development.

RECOMMENDATION / PROPOSED ACTION

No action necessary, for information purposes only.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/21/2024

**SUBJECT: APPROVAL OF DEPARTMENTAL RECORDS RETENTION
SCHEDULES AND AMENDMENTS**

BACKGROUND

The State Archives of North Carolina provides records retention and disposition policies for government and public agencies. The Board of Commissioners previously approved policy amendments on May 20, 2019.

We have found that several schedules and amendments were updated by the State Archives. The following Records Retention and Disposition Schedules and Amendments need Board of Commissioner approval:

Cumberland County

Section I Board Approved Policies Subsection 9 General / Miscellaneous

Policy No. 9-2: Internal Policy for Setting Minimum Retention Periods for Records with the Disposition Instruction " Destroy Wehn Administrative/Reference Value Ends"

NC Department of Natural and Cultural Resources Division of Archives and Records, Government Record Section adopted the updated Record Retention Schedule on October 1, 2021.

The Local Government Retention Schedule can be accessed by going to the following link:

<https://archives.ncdcr.gov/government/retention-schedules/local-government-schedules>

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the Records Retention and Disposition Schedule dated October 1, 2021 and adopt the updated Policy 9-2 for April 1, 2024.

ATTACHMENTS:

Description

2021 General Records Schedule for Local Government Agencies

Policy 9.2

Policy 9.2 Dated 2024

Type

Backup Material

Backup Material

Backup Material

RECORDS RETENTION AND DISPOSITION SCHEDULE

GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



Issued By:



NC DEPARTMENT OF
NATURAL AND CULTURAL RESOURCES

North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

October 1, 2021

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2021 General Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 General Records Schedule: Local Government Agencies**:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

Destructions

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.

Audits and Litigation Actions

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

Electronic Records

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

“Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software.”

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

Reference Copies

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when “*reference value ends*.” All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “*destroy when reference value ends*.” If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction “*destroy when reference value ends*.”

Record Copy

A record copy is defined as “The single copy of a document, often the original, that is designated as the official copy for reference and preservation.”¹ The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to

¹ Society of American Archivists, *Dictionary of Archives Terminology*.

designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”²

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.


Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

² Ibid.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED


Municipal/County Clerk or Manager
Title: _____



Sarah E. Koonts, Director
Division of Archives and Records

APPROVED

Head of Governing Body
Title: _____



D. Reid Wilson, Secretary
Department of Natural and Cultural
Resources

Municipality/County: _____

Effective: October 1, 2021

EXECUTIVE SUMMARY

- ✓ Some records are covered by the Local Agency Program Retention and Disposition Schedules. See the appendix for Related Records Series Found in Local Agency Program Schedules.
- ✓ According to N.C. Gen. Stat. § 121-5(b) and N.C. Gen. Stat. § 132-3, you may destroy public records only with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (from Society of American Archivists, *Dictionary of Archives Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by N.C. Gen. Stat. § 121-5 and N.C. Gen. Stat. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions listed with the identified record series.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management and scanning guidelines.
- ✓ The State Archives of North Carolina creates security preservation record copies for minutes and selected other records of governing bodies and commissions, adoption records, and maps and plats. Agencies can request copies of the digital images made during this process. Contact the appropriate Records Management Analyst to begin this process.

- ✓ If you have records that are not listed in this schedule, contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page A-20) for records that are no longer being created.

LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or may include confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Society of American Archivists, *Dictionary of Archives Terminology*). Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with a SEE ALSO reference. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

AUDITS: PERFORMANCE

Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records.

SEE ALSO: Audits: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).

Sample records series title and description with cross-reference included

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION, page A-5.

STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS


Official records pertaining to the authority, operating philosophy, methods, primary functions, and routine office administration of local agencies.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.01	ABSTRACTS OF MUNICIPAL ELECTIONS Copies of abstracts prepared by the County Board of Elections and forwarded to the municipal clerk.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____ <i>Retention Note: Official record maintained permanently by the County Board of Elections.</i>	Authority: G.S. 163-300
1.02	ACCREDITATION RECORDS Records documenting accreditations and certifications received by the agency. Includes applications, final reports, and other related records. Also includes evaluations of the agency by outside entities.	Destroy in office 5 years after superseded or obsolete.	Authority: 10A NCAC 48B
1.03	ADMINISTRATIVE DIRECTIVES, REGULATIONS, AND RULES @ Records documenting requirements or directives promulgated by the agency for the conduct of a business or activity on agency premises or under agency authority.	Destroy in office when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.04	AUDITS: PERFORMANCE @ Records concerning internal and external audits conducted to assess the function of government programs. Includes reports, working papers, corrective measures, and other related records. SEE ALSO: Audits: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).	a) Retain in office permanently reports related to internal compliance or operational audits, hazardous material, or those that document a significant change in agency practices. b) Destroy in office PCI attestation reports after 3 years. c) Destroy in office remaining audit reports after 10 years. d) Destroy in office documentation of corrective measures 2 years after their implementation. e) Destroy in office working papers and remaining records when superseded or obsolete.	
1.05 	BLUEPRINTS AND SPECIFICATIONS @ Blueprints and specifications of agency owned buildings and facilities. Includes as-built plans and related records concerning approved changes.	a) Transfer as-built drawings to new owner when agency relinquishes ownership of building or facility. b) Retain in office as-built drawings for life of structure and then destroy. c) Destroy in office blueprints, floorplans, and other preliminary design and construction documents when superseded or obsolete.	Confidentiality: G.S. 132-1.7

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.06	BONDS Records documenting written guarantees from a third party, including bid bonds, payment bonds, performance bonds, and surety bonds. SEE ALSO: Bids for Purchase (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS), and Projects (below).	Destroy in office 5 years after expiration or cancellation.	
1.07	BULLETINS Internal information sharing materials that circulate information within the agency. Also includes memoranda and newsletters.	Destroy in office when superseded or obsolete.	
1.08	BUSINESS CERTIFICATION RECORDS Applications and supporting documentation submitted by businesses to be certified as a Small Business Enterprise (SBE) or other classification.	a) Destroy in office all documentation 3 years after most recent recertification. b) If certification was never issued, destroy in office all documentation when reference value ends.± Agency Policy: Destroy in office after _____	
1.09	BUSINESS DEVELOPMENT SUBJECT FILE	Destroy in office after 3 years.	
1.10	CALENDARS OF EVENTS AND APPOINTMENTS	Destroy in office when superseded or obsolete.	
1.11	CENSUS PROJECT RECORDS Records created to assist the U.S. Census Bureau with the decennial census.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.12	CHARTER RECORDS Charter and charter proceedings related to adoption, amendment and/or repeal.	Retain in office permanently.	
1.13	COLLECTED DATA Information and statistics compiled and analyzed for research purposes or to support the functions of the agency. SEE ALSO: Data Warehouses (STANDARD 5: INFORMATION TECHNOLOGY RECORDS).	Destroy in office when superseded or obsolete.	If data contains confidential information, abide by relevant restrictions.

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.14	CONSTITUENT COMMENTS, COMPLAINTS, PETITIONS, AND SERVICE REQUESTS @ Records concerning objections, dissatisfaction, or disagreements with actions or positions taken or not taken by the agency. Includes comments and petitions submitted by constituents requesting action as well as routine requests for service. Also includes requests for reasonable accommodation to the general public under Title II of the Americans with Disabilities Act, Housing and Urban Development Act, 1973 Rehabilitation Act, and Title VII of the Civil Rights Act of 1964; including constituent requests, survey of agency buildings to determine accessibility to the physically handicapped, proposals for implementation, correspondence (including e-mail), and resolutions. SEE ALSO: Civil Rights Records (STANDARD 6: LEGAL RECORDS).	a) Transfer records as applicable to Litigation Case Records (STANDARD 6: LEGAL RECORDS). b) Destroy in office comments, complaints, petitions, and requests 1 year after resolution.* c) Destroy in office accommodation requests 2 years after resolution.*	Authority: 42 USC 12132
1.15	CONSTITUENT SURVEYS Surveys and related records addressing agency services, policies, and other concerns.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.16	CORRESPONDENCE AND MEMORANDA Administrative and management correspondence/memoranda (including e-mail) written or received by the office concerning agency authority, operating philosophy, purpose, methods, and any other function. For information on handling e-mail and text or instant messages, see ELECTRONIC RECORDS , page A-11. SEE ALSO: Public Bodies: Correspondence (below) and Legal Correspondence (STANDARD 6: LEGAL RECORDS).	a) Transfer correspondence (including e-mail) with historical value to History Records (below), after 3 years. b) Destroy routine administrative correspondence and memoranda after 1 year. c) Destroy in office remaining records after 3 years. <i>Retention Note: The correspondence (including e-mail) of the most senior administrator has historical value and should be retained permanently.</i>	
1.17	CUSTOMER CALL CENTER RECORDINGS @ Recordings of calls to customer service centers made for quality assurance and training purposes.	Destroy in office after 30 days.	
1.18	EQUIPMENT AND VEHICLE MAINTENANCE, REPAIR, AND INSPECTION RECORDS @ Records concerning the maintenance, repair, routine testing, and inspection of agency owned equipment and vehicles. Also includes warranties. SEE ALSO: Grants (below), and System Maintenance Records: Hardware Repair or Service (STANDARD 5: INFORMATION TECHNOLOGY RECORDS).	a) Destroy in office records documenting routine inspections, janitorial cleaning, and routine maintenance of equipment and vehicles after 1 year.* b) Destroy in office records documenting all other maintenance and repairs after 3 years.* c) Destroy in office warranties 1 year after expiration.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.19	EQUIPMENT AND VEHICLE REFERENCE RECORDS Includes operation, specification, and technical manuals. Also includes brochures, bulletins, and related documentation.	Destroy in office when superseded or obsolete.	
1.20	EQUIPMENT, FACILITY, AND VEHICLE USAGE RECORDS Records documenting the assignment, request, and usage of agency assets. Also includes mileage and checkout logs, fuel consumption reports, reservation requests, authorizations, utility usage logs, and similar records.	a) Destroy in office after 3 years if records are used for allocating costs or determining payment under rental or lease agreements.* b) Destroy in office remaining records after 1 year.	
1.21	FACILITY MAINTENANCE, REPAIR, AND INSPECTION RECORDS Records documenting maintenance, repair, and inspection of agency-owned facilities, including warranties on said repairs. Also includes any real property owned by the agency. SEE ALSO: Contracts, Leases, and Agreements (STANDARD 6: LEGAL RECORDS), Property Management Records (below).	a) Destroy in office records documenting system repair and improvement (including plumbing, electrical, fire, and other systems) after 3 years. b) Destroy in office records documenting routine inspections, janitorial cleaning, environmental monitoring, and routine maintenance of facilities after 1 year. c) Destroy in office warranties 1 year after expiration.	
1.22	FORMS AND TEMPLATES Blank forms, templates, and letterhead used to create agency records.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.23	GRANT PROPOSALS Proposals submitted for grants, including applications, correspondence (including e-mail), and other related records.	a) Transfer records concerning approved grants to Grants (below). b) Destroy in office rejected or withdrawn grant proposals when reference value ends.± Agency Policy: Destroy in office after _____	
1.24	GRANTS[@] Records concerning approved federal, state, and private grants. File includes applications, reports, records of equipment purchased with grant funds, and all relevant programmatic records. Also includes any required certifications and disclosures, documentation about grants issued by the agency, and research records generated as part of a grant project. SEE ALSO: Grants: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).	a) Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. b) Destroy in office records of state and private grants 5 years after final financial report is filed.* c) Destroy in office records of grants funded by local appropriations and other federal grants 3 years after final financial report is filed. d) Destroy in office records not relating to a specific grant after 1 year. <i>Retention Note: According to 2 CFR 200.333(c), records for real property and equipment acquired with Federal funds must be retained for 3 years after disposition of the property/equipment.</i>	Retention: 09 NCAC 03M .0703 2 CFR 200.333

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.25	HISTORICAL DESIGNATIONS RECORDS Records concerning the awarding of historical markers by the agency. Includes applications, review materials, and list of markers.	a) Retain in office permanently the list of historical markers along with the accepted applications. b) Destroy in office after 1 year rejected applications. c) Destroy in office remaining materials after 3 years.	
1.26	HISTORY RECORDS (AGENCY AND EMPLOYEES) Records concerning the history of the agency and its employees. Includes published and unpublished histories, biographical data, photographs, newspaper clippings, and other related records.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	
1.27	IMPROPER CONDUCT INVESTIGATIONS Records concerning investigations triggered by questions about ethics or conduct within an agency, such as whistleblower reports or allegations of fraud. Includes complaints, reports, investigations, and other related records. Also includes records from an ombuds office.	Destroy in office 3 years after resolution.*	
1.28	INDICES @ Listings of where specific information can be found.	Destroy in office when superseded or obsolete.	
1.29	INTERAGENCY PROGRAMS Records of programs involving more than one government agency. Includes resource materials, program information, and other related records.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.30	INVENTORIES @ Inventories describing the type of property (including equipment and facilities other and fixed assets), its location, and related information. Also includes inventory control and usage records, such as requisitions/draw tickets, mileage logs, request forms, and other related records.	a) Destroy in office lists of properties, facilities, fixed assets, supplies, and surplus property when superseded or obsolete. b) Destroy in office inventory control and usage records after 3 years.	
1.31	LEGISLATION AND REGULATORY RECORDS Notices and copies of proposed or adopted state or federal legislation or regulations affecting the agency.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	
1.32	LOGISTICS MATERIALS Records concerning scheduled plans of agency personnel and activities. Includes routine notices, task lists, and arrangements.	Destroy in office when superseded or obsolete.	
1.33	MAIL: UNDELIVERABLE/RETURNED Outgoing agency mail returned by the post office for any reason, including insufficient postage, incorrect address, forwarding order expired, etc. Also includes outgoing e-mail returned for any reason.	Destroy in office after 30 days. <i>Retention Note: If notification is necessary for a particular process, reference the relevant case file for disposition instructions (e.g., tax notifications).</i>	
1.34	 MAILING AND DISTRIBUTION RECORDS Includes mailing and meeting notification lists, e-mail distribution lists, Sunshine Lists, and related documentation of transactions with the U.S. Postal Service, state courier, or private carriers.	a) Destroy in office Sunshine Lists when superseded or obsolete. b) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	Confidentiality: G.S. 132-1.12 G.S. 132-1.13

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.35	MEMBERSHIP RECORDS Records concerning associations, organizations, groups, etc., with which the agency is involved. Includes records concerning memberships or registrations on behalf of the agency or agency personnel.	Destroy in office when superseded or obsolete.	
1.36	MISCELLANEOUS (NON-BUILDING) APPLICATIONS, LICENSES, AND PERMITS Includes, but not limited to, applications and permits regarding free government-issued business permits, burning, special events, and landscape establishment.	a) Destroy in office 1 year after expiration of license/permit. b) Destroy in office applications for which a license/permit was never issued when reference value ends.± Agency Policy: Destroy in office after _____	
1.37	 OFFICE AND PROPERTY SECURITY RECORDS Records concerning the security of agency offices, facilities, vehicles, equipment, property, and personnel. Includes visitors' register; security, employee, or contractor access to facilities or resources; and surveillance system reports and recordings. SEE ALSO: Employee Security Records (STANDARD 8: RISK MANAGEMENT).	a) If the recording necessitates law enforcement action, transfer to the appropriate agency. b) If the recording becomes evidence in a personnel investigation or lawsuit, transfer to Disciplinary Actions (STANDARD 4: HUMAN RESOURCES RECORDS), or Litigation Case Records (STANDARD 6: LEGAL RECORDS). c) Destroy in office recordings not required to support known investigations or litigation after 30 days. d) Destroy in office remaining records after 1 year.	Confidentiality: G.S. 132-1.7

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.38	ORDINANCES Includes code of ordinances. See the SECURITY PRESERVATION COPIES OF RECORDS section on page A-15 for instructions on imaging.	a) Retain in office official copy permanently. b) Destroy in office ordinance development records when ordinance is no longer in effect. c) Destroy in office additional copies (including tabled or failed ordinances) when reference value ends.± Agency Policy: Destroy in office after _____	
1.39	PEST CONTROL Records concerning pest abatement or eradication programs overseen by the agency. SEE ALSO: Facility Maintenance, Repair, and Inspection Records (above).	Destroy in office after 3 years.*	
1.40	PHONE LOGS Records documenting calls placed and received in the course of conducting agency business. SEE ALSO: Accounts Payable (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS), Voice over Internet Protocol (VoIP) Records (STANDARD 5: INFORMATION TECHNOLOGY RECORDS).	Destroy in office after 1 year.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.41	POLICIES AND PROCEDURES @ Records documenting the formulation, planning, and adoption of policies, procedures, and functions of the agency and its departments. File also includes organizational charts, reorganization studies, and similar records describing the arrangement and administrative structure of the agency. SEE ALSO: Civil Rights Records (STANDARD 6: LEGAL RECORDS), Policies and Procedures (Personnel) (STANDARD 4: HUMAN RESOURCES RECORDS), Electronic Records Policies and Procedures (STANDARD 5: INFORMATION TECHNOLOGY RECORDS).	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
1.42	POLL LIST/REGISTRATION LIST/ROSTER/ AUTHORIZATION TO VOTE (ATV) @ Lists documenting registered electors and votes cast prior to County Board of Elections taking over municipal elections. Includes electronic or paper ATV related records such as ATV books, forms, unused stickers, lists, registers, indexes, or similar records used to verify persons are registered voters at each polling location.	Contact State Archives of North Carolina prior to destroying old poll books and voter registration books.	Authority: G.S. 163 Art. 15A G.S. 163-166.7 08 NCAC 10B .0103 52 USC Chap. 205
1.43	PRICE QUOTATIONS	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.44	PROCLAMATIONS AND ORDERS Proclamations and orders issued by the governing board.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends. [±] Agency Policy: Destroy in office after _____	
1.45	PROJECTS @ Includes project correspondence (including e-mail), feasibility studies, final reports, specifications, assessments, notices to proceed, cost estimates, change orders, statements of work, and similar documentation. SEE ALSO: Project Documentation (STANDARD 5: INFORMATION TECHNOLOGY RECORDS).	a) Retain in office records with historical value permanently. b) Destroy in office remaining records 3 years after completion of project.	
1.46	PROPERTY MANAGEMENT RECORDS Includes appraisals of the financial valuation of agency-owned property as well as surveys, plats, and maps. SEE ALSO: Facility Maintenance, Repair, and Inspection Records (above).	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.47	PUBLIC BODIES: AGENDA AND MEETING PACKETS Includes agendas and copies of supporting documentation and exhibits submitted and discussed during meetings of public bodies. Also includes documentation of outside meetings attended by agency personnel. SEE ALSO: Public Bodies: Minutes (below).	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	
1.48	PUBLIC BODIES: APPLICATIONS FOR APPOINTMENT Applications and related records received from individuals applying for appointments to serve on public boards, commissions, councils, and committees.	a) Destroy in office records concerning appointed individuals 1 year after expiration of term. b) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	
1.49	PUBLIC BODIES: APPOINTMENT REPORTS Includes annual appointment reports filed with the NC Department of the Secretary of State.	Destroy in office after 2 years.	Authority: G.S. 143-157.1
1.50	PUBLIC BODIES: AUDIO AND VIDEO RECORDINGS OF MEETINGS SEE ALSO: Public Bodies: Minutes (below).	Destroy in office after approval of official written minutes. <i>NOTE: If these serve as the official minutes, as allowed by G.S. 143-318.10(e), their retention should be permanent. These disposition instructions apply to recordings produced solely for the purpose of generating official written minutes.</i>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.51	PUBLIC BODIES: CORRESPONDENCE Records documenting internal and external communications of governing and advisory board members. Includes correspondence (including e-mail) related to decision-making, policy development, and other high-level planning as well as logistical communications.	a) Transfer correspondence (including e-mail) with historical value to History Records (above), after 3 years. b) Destroy in office remaining records after 3 years.	
1.52	PUBLIC BODIES: MEETING NOTICES Includes notices and regular meeting schedules. SEE ALSO: Affidavits of Publication (STANDARD 6: LEGAL RECORDS), Publicity Records (STANDARD 7: PUBLIC RELATIONS RECORDS).	Destroy in office after 1 year.	
1.53	PUBLIC BODIES: MEMBER FILES Records concerning members of public boards, commissions, councils, and committees. Includes codes of conduct, ethics statements, agreements, notices of resignation, and other related records. Also includes biographical information and waivers. SEE ALSO: Oaths of Office (STANDARD 6: LEGAL RECORDS), Public Bodies: Applications for Appointment (above).	a) Retain in office records with historical value permanently. b) Destroy in office 1 year after superseded or obsolete waivers from board members choosing not to receive stipend/per diem payments. c) Destroy in office remaining records 1 year after service ends.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.54	PUBLIC BODIES: MINUTES Includes minutes of the governing board and all subsidiary and advisory boards. Subsidiary boards are defined as boards that exercise or are authorized to exercise legislative, policy-making, quasi-judicial, or administrative functions. Also includes minutes of subcommittees of the governing board and its subsidiary and advisory boards. See the SECURITY PRESERVATION COPIES OF RECORDS section on page A-15 for instructions on imaging. SEE ALSO: Ordinances (above), Public Bodies: Agenda and Meeting Packets (above), Public Bodies: Audio and Video Recordings of Meetings (above), Resolutions (below).	a) Retain in office permanently official minutes of the governing board and its subsidiary boards as well as all attachments necessary to understand the body's actions. b) The official minutes of advisory boards may be destroyed only upon approval by the State Archives of North Carolina. The State Archives reserves the right to designate the minutes of any advisory board as permanent. c) Destroy in office minutes of committees or subcommittees when reference value ends, if the minutes or actions and decisions of the committee are entered as part of the minutes of the parent board. If minutes or actions and decisions of the committee or subcommittee in question are not entered as part of the minutes of the parent board, the State Archives reserves the right to designate the minutes as permanent.± Agency Policy: Destroy in office after _____	Authority: G.S. 143-318.10
1.55	RATE AND FEE SCHEDULES @ Records relating to rates, fees, and regulations concerning agency services.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.56	REBATE PROGRAM RECORDS Applications, receipts, and related records concerning rebate programs sponsored by the agency. These records document programs and incentivized actions that residents may opt into.	a) Destroy in office financial records 3 years after approval.* b) Destroy in office applications 1 year after approval. c) Destroy in office denied applications when reference value ends.± Agency Policy: Destroy in office after _____	
1.57	RECORDS MANAGEMENT Includes correspondence (including e-mail) with state and/or federal agencies with regards to records retention. Also includes records disposition documentation, file plans, and copies of records retention and disposition schedules.	a) Retain in office documentation concerning the final disposition of records permanently. b) Destroy in office remaining records when superseded or obsolete.	
1.58	REFERENCE (READING) FILE Subject files containing informational copies of records organized by areas of interest. Also includes materials that have no regulatory authority for the recipient and are received from outside the agency or from other units within the agency as well as reference copies of documents where another individual or agency is responsible for maintaining the record copy.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.59	<p>REPORTS AND STUDIES @</p> <p>Records concerning the performance of a department, program, or project, as well as those created for planning purposes. Includes all annual, sub-annual, or irregularly prepared research studies, reports, and studies generated by an agency or prepared by consultants hired by the agency. Also includes reports required to be submitted to the agency.</p> <p>SEE ALSO: Accident/Incident Reports (STANDARD 8: RISK MANAGEMENT RECORDS), Audits: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS), Audits: Performance (above), Budget Reports (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS), Civil Rights Records (STANDARD 6: LEGAL RECORDS), Financial Reports (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS), Grants (above), Lost, Stolen, or Damaged Property Reports (STANDARD 8: RISK MANAGEMENT RECORDS), Projects (above), Public Bodies: Appointment Reports (above), Strategic Plan (below), and Unemployment Compensation Reports (STANDARD 4: HUMAN RESOURCES RECORDS).</p>	<p>a) Retain in office permanently 1 copy of all annual and biennial reports written by the agency.</p> <p>b) Retain in office permanently reports and studies prepared by request of an agency's governing body or a court.</p> <p>c) Destroy in office after 3 years reports prepared monthly, bimonthly, or semi-annually.</p> <p>d) Destroy in office after 1 year activity reports concerning workload measurements, time studies, number of jobs completed, etc., prepared on a daily or other periodic basis.</p> <p>e) Destroy in office when superseded or obsolete reports required to be submitted to the agency.</p> <p>f) Destroy in office remaining reports and studies when reference value ends.±</p> <p>Agency Policy: Destroy in office after _____.</p> <p><i>Retention Note: Reports and studies listed elsewhere in this schedule should be retained the specified period of time.</i></p>	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.60	REQUESTS FOR INFORMATION Requests received and responses issued by the agency. SEE ALSO: Public Records Requests (STANDARD 7: PUBLIC RELATIONS RECORDS).	Destroy in office after 1 year after resolution.	
1.61	REQUESTS FOR PROPOSALS (RFP) Proposals submitted by vendors in response to requests from agency. Also includes notices and evaluations produced by the agency. SEE ALSO: Bids for Purchase (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS), Price Quotations (above).	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	
1.62	RESOLUTIONS File consists of resolutions indicating date, issues or policy involved, and appropriate signatures. See the SECURITY PRESERVATION COPIES OF RECORDS section on page A-15 for instructions on imaging.	a) Retain in office permanently one copy of final resolution. b) Retain in office permanently resolution development records with historical value. c) Destroy in office additional copies of resolutions (including those tabled or failed) along with all remaining development records when reference value ends.± Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.63	STAFF MEETINGS FILE Records concerning meetings of internal committees, groups, or task forces along with external meetings attended by agency personnel. Includes minutes, agendas, meeting packets, visual aids, presentations, notes, recordings, and other related records.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 1 year.	
1.64	STRATEGIC PLAN @ Long-range plan outlining policies, guidelines, and plans for future development of the agency. Includes official copy of strategic plan and all background surveys, studies, and reports. Also includes business plans as well as mission statements, goals, and objectives.	a) Retain in office strategic plans permanently. b) Destroy in office background surveys, studies, and reports 5 years after adoption of plan. c) Destroy in office business plans 2 years after execution of plan. d) Destroy in office remaining records when superseded or obsolete.	
1.65	SURPLUS PROPERTY Inventories and reports of agency property to be surplussed.	Destroy in office 3 years after disposition of property.*	
1.66	TRACKING MATERIALS Records intended to verify the receipt of information, such as certified mail receipts.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.67	TRAVEL REQUESTS Requests and authorizations for travel. Includes forms and itineraries. SEE ALSO: Price Quotations (above), Travel Reimbursements (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).	Destroy in office after 1 year.*	
1.68	VEHICLE REGISTRATION CARDS North Carolina registration cards for vehicles in the agency fleet. SEE ALSO: Vehicle Titles (STANDARD 6: LEGAL RECORDS).	Destroy in office when superseded.	
1.69	WORK ORDERS Includes date and location of work, cost of materials used and labor, type of work performed, and other related records regarding the repairs of equipment, facilities, and vehicles.	a) If this is the only record documenting completed work, follow disposition instructions for Facility Maintenance, Repair, and Inspection Records (above), or Equipment and Vehicle Maintenance, Repair, and Inspection Records (above). b) Destroy in office remaining records 1 year after work is completed.*	

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STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS

Records created and accumulated concerning the managerial control, budgeting, disbursement, collection, and accounting of the agency.

Note: Per 26 CFR 1.148-5(d)(6)(iii)(E), all records necessary to support the tax-exempt status of an agency debt issue must be retained for the life of the debt plus 3 years.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.01	ACCOUNTS PAYABLE Records concerning the status of accounts in which the agency owes money to firms or individuals. Includes invoices, reimbursements, receipts or bills of sale, check registers, and subsidiary registers. Also includes stop payment notices.	a) Destroy in office 5 years after payment documentation of reimbursement for business expenses to employees. b) Destroy in office all remaining records 3 years after payment.*	Retention: 04 NCAC 24D .0501(a)(3)(I)
2.02	ACCOUNTS RECEIVABLE @ Records concerning receivables owed and collected. Includes billing statements, records of payment received, remittances, subsidiary registers, overpayment or refund records, deposits, fines and fees assessed, and collection of past due accounts. Also includes records concerning accounts sent to NC Debt Setoff Program for collection.	Destroy in office 3 years after collection.*	G.S. 105A

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.03	ACCOUNTS UNCOLLECTABLE Records of accounts deemed uncollectable, including returned checks, write-off authorizations, and other related records.	Destroy in office 3 years after account is determined to be uncollectable.*	
2.04	ANNUAL BUDGET Annual budget and budget message submitted to governing board for approval. SEE ALSO: Budget Reports (below).	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after 3 years. <i>Retention Note: Annual budgets should be entered into the minutes of the governing board.</i>	Authority: G.S. 159-11
2.05	ARBITRAGE RECORDS Records concerning arbitrage rebate calculations and funds rebated.	Destroy in office 3 years after final redemption date of the bonds and after all related debts and obligations have been satisfied.*	Authority: 26 CFR 1.148-3
2.06	AUDITS: FINANCIAL @ Records concerning internal and external audits. Includes reports, working papers, and related records. SEE ALSO: Audits: Performance (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Retain in office permanently final reports related to internal compliance or operational audits or those that document a significant change in agency practices or have significant administrative value. b) Destroy in office after 10 years final reports related to internal accounting systems and controls and those with limited administrative value. c) Destroy in office working papers and remaining records when superseded or obsolete.*	Authority: G.S. 159-34
2.07	AUTHORIZATION FORMS Authorization to purchase materials.	Destroy in office after 3 years.*	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.08	BANK STATEMENTS AND RECONCILIATIONS Includes bank statements, canceled checks, deposit slips, and reconciliation reports.	Destroy in office after 3 years.*	
2.09	BIDS FOR DISPOSAL OF PROPERTY Records concerning the disposal of surplus property. Includes information about various disposition procedures used, such as sealed bids and public auction. SEE ALSO: Accounts Receivable (above).	Destroy in office all records after the disposition of property has been recorded in governing board's minutes.*	Authority: G.S. 153A-176
2.10	BIDS FOR PURCHASE Records documenting quotes to supply products and services. Includes advertisements, tabulations, awards letters, records of bids, good faith effort documentation, and related records concerning accepted and rejected bids.	a) Transfer records to Contracts, Leases, and Agreements (STANDARD 6: LEGAL RECORDS) when bid is approved. b) Destroy in office bid records not awarded or opened after 1 year.*	Authority: G.S. 143 Article 8
2.11	BOND CLOSING RECORDS Includes applications, agreements, tax records, contracts, official statements, legal opinions, rating letters, public hearing bonds, title insurance, deeds of trust, and other related records concerning bonds issued by the agency. Also includes records concerning expenditure and/or investment of bond proceeds.	Destroy in office 6 years after final maturity.*	Authority: G.S. 159 Article 7

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.12	BOND REGISTER Records of all bonds, notes, and coupons issued by the agency detailing the purpose of issuance, the date of issue, serial numbers (if any), denomination, maturity date, and total principal amount.	Retain in office permanently.	Authority: G.S. 159-130
2.13	BONDS, NOTES, AND COUPONS	Destroy in office 1 year from date of payment.	Authority: G.S. 159-139
2.14	BUDGET ADMINISTRATION RECORDS Records of budget administration. Includes research, correspondence (including e-mail), and other related records.	Destroy in office after 2 years.*	
2.15	BUDGET EXECUTION RECORDS Records of authorizations to move funds between budget codes.	Destroy in office when released from audits.	
2.16	BUDGET REPORTS Includes daily detail reports and monthly budget reports. Also includes contract budget and expenditure reports and summaries of tax allocations. SEE ALSO: Annual Budget (above).	a) Destroy in office daily detail reports after 1 year.* b) Destroy in office remaining reports after 3 years.*	
2.17	BUDGET REQUESTS AND WORKING PAPERS Includes budget requests, cost estimates, expenditures, program requests, salary and wage lists, correspondence (including e-mail), and related records.	Destroy in office after 3 years.*	Authority: G.S. 159-10

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.18	BUDGET RESOLUTIONS AND ORDINANCES Includes project ordinances, budget resolutions, and amendments. SEE ALSO: Public Bodies: Minutes (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Retain official copies in the minutes of the governing board. b) Destroy in office remaining copies when reference value ends.± Agency Policy: Destroy in office after _____	Authority: G.S. 159-8 G.S. 159-13 G.S. 159-13.2 G.S. 159-15
2.19	COST ALLOCATION PLANS Accounting report that calculates and spreads agency-wide indirect costs to departments and funds that receive a service from other departments.	Destroy in office after 3 years.*	
2.20	 CREDIT/DEBIT/PROCUREMENT CARD RECORDS Records of assignment of agency credit cards and purchasing cards along with authorization logs.	Destroy in office when superseded or obsolete.*	Confidentiality: G.S. 132-1.2(2)
2.21	DONATIONS AND SOLICITATIONS Records concerning requests made to agency by outside organizations. Includes applications and other related records. SEE ALSO: Fund Drive and Event Records (STANDARD 7: PUBLIC RELATIONS RECORDS).	a) Destroy in office records supporting approved donations 1 year after payment. b) Destroy in office rejected applications after 30 days.	
2.22	 ELECTRONIC FUNDS TRANSFERS (EFT) Includes forms authorizing electronic transfer of monies via wire transfer or automated clearing house (ACH) as well as ACH bank reports.	Destroy in office when superseded or obsolete.	Confidentiality: G.S. 14-113.20

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.23	ESCHEATS AND UNCLAIMED PROPERTY Records containing information required to be included in holder reports submitted to the State Treasurer's office.	a) Destroy in office after 10 years if report was filed prior to July 16, 2012.* b) Destroy in office after 5 years if report was filed on or after July 16, 2012.*	Authority: G.S. 116B-60 Retention: G.S. 116B-73
2.24	FINANCIAL JOURNALS AND LEDGERS	a) Destroy in office year-end summaries of receipts and disbursements after 3 years.* b) Destroy in office daily, monthly, or quarterly transaction detail journals and ledgers after 1 year.*	
2.25	FINANCIAL REPORTS	a) Destroy in office annual financial reports or other reports generated to inform decision-making after 3 years.* b) Destroy monthly or quarterly reports generated for operational purposes after 1 year. c) Destroy logs and distribution reports generated to track transactions when released from audits.	
2.26	GOVERNMENT EMPLOYEES RETIREMENT SYSTEM MONTHLY REPORTS Reports produced by the North Carolina Department of State Treasurer regarding the Teachers' and State Employees' Retirement System (TSERS) and the Local Governmental Employees' Retirement System (LGERS).	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.27	GRANTS: FINANCIAL @ Records concerning approved federal, state, and private grants received or issued by the agency. Includes all relevant accounting, purchasing, payroll, and other financial records. SEE ALSO: Grants (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Destroy records supporting the expenditure of federal funds passed through NC Dept. of Health and Human Services on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions. b) Destroy in office records of state and private grants 5 years after final financial report is filed.* c) Destroy in office records of grants funded by local appropriations and other federal grants 3 years after final financial report is filed. d) Destroy in office records not relating to a specific grant or to grants not funded after 1 year. <i>Retention Note: According to 2 CFR 200.333(c), records for real property and equipment acquired with Federal funds must be retained for 3 years after disposition of the property/equipment.</i>	Retention: 09 NCAC 03M .0703 2 CFR 200.333
2.28	INVESTMENTS Includes fund information, portfolio listings and reports, balance sheets, exchange or consent instructions, broker confirmations, notices, and other documentation related to agency investments. Also includes transaction schedules for projecting revenue on investments as well as performance investment reports issued by broker or investment firm.	a) Destroy in office transaction schedules after 2 years.* b) Destroy in office performance investment reports when reference value ends.± Agency Policy: Destroy in office after _____ c) Destroy in office all remaining records after 3 years.*	Authority: G.S. 159-30

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.29	LOAN RECORDS Records concerning loans received by the agency. Includes documentation of intent to proceed, loan agreements, promissory notes, letters of credit, statements, notices of principal and interest due, and other related records.	Destroy in office 5 years after satisfaction or cancellation of loan.*	
2.30	LOCAL GOVERNMENT COMMISSION FINANCIAL STATEMENTS	Destroy in office after 3 years.*	Authority: G.S. 159-33
2.31	LONGEVITY PAY	Destroy in office after 5 years.*	Retention: 04 NCAC 24D .0501(a)
2.32	 PAYMENT CARD DATA Records created in association with payment card transactions entered by third parties for the purchase of goods or services from the agency.	Destroy in office after processed.*	Confidentiality: G.S. 132-1.2(2) G.S. 132-1.10(b)(5)

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.33 	PAYROLL AND EARNINGS RECORDS Records containing information such as the name, Social Security number, number of hours worked, compensation rate, deductions, and total wages paid each employee per payroll period. Also includes employer contributions (e.g., retirement, healthcare) along with individual and group employee earnings records and payroll registers showing earnings and deductions for each pay period. SEE ALSO: Payroll Deduction Records (below), Time Sheets, Cards, and Attendance Records (below); for 401(k) and other retirement plan payouts, see Retirement Records (STANDARD 4: HUMAN RESOURCES RECORDS).	a) Destroy in office 30 years from date of separation records necessary for retirement or similar benefits verification. b) Destroy in office remaining records after 5 years.*	Authority: 29 CFR 516.30(a) Confidentiality: G.S. 132-1.10 G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 04 NCAC 24D .0501(a) 29 CFR 516.5(a) 29 CFR 1627.3(a)

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.34 	PAYROLL DEDUCTION RECORDS Records used to start, modify, or stop all voluntary or required deductions from payroll. Includes tax withholding (NC-4, W-4), retirement and deferred compensation, savings plans, insurance, association dues, orders of garnishment, etc. Used as proof the employee approved of the deduction(s). SEE ALSO: Payroll and Earnings Records (above), Retirement Records (STANDARD 4: HUMAN RESOURCES RECORDS).	a) Destroy in office tax withholding forms 4 years after termination of deduction.* b) Destroy in office authorizations for deductions for retirement contributions, bank payments, savings plans, insurance, and dues 2 years after termination of deduction. c) Destroy in office remaining records 3 years after termination of deduction.*	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: IRS Publication 15 29 CFR 516.6(c)(1)
2.35	POWELL BILL RECORDS Records include certified statements, expenditures reports, information sheets, financial statements submitted to the North Carolina Department of Transportation, and all other related records.	Destroy in office after 3 years.	
2.36	PURCHASE ORDERS Records, forms, packing slips, and attached documents concerning purchased supplies, equipment, and services. SEE ALSO: Grants: Financial (above).	Destroy in office after 3 years.* <i>Retention Note: Packing slips may be destroyed upon verification of items received if they are not the only record of the purchase of the item.</i>	
2.37	QUALIFIED PRODUCTS LISTS (QPL) Records identifying products approved for purchase by the agency.	Destroy in office 3 years after superseded or obsolete.*	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.38	REQUISITIONS Requests for payment or to acquire goods or services. SEE ALSO: Inventories (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	Destroy in office after 1 year.*	
2.39	SCHOLARSHIP RECORDS Records concerning scholarships awarded by the agency. Includes applications, award letters, conditions and stipulations, agreements and contracts, disbursement statements, progress reports, and other related records.	a) Destroy in office after 3 years records documenting the awarding of scholarships. b) Destroy in office 1 year after notification of applicant records concerning applications that are denied by the agency or awards that are declined by the recipient.	
2.40	SHIFT PREMIUM PAY Authorizations and other related records concerning employees receiving shift premium pay.	Destroy in office after 5 years.*	Retention: 04 NCAC 24D .0501(a)
2.41	STATEMENTS OF BACK PAY Forms used to determine the gross pay an employee would have earned during a specified period for back pay in a grievance decision, settlement agreement, or other order.	Destroy in office 3 years after payment.*	

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.42 	TAX FORMS Tax information returns generated by the agency (e.g., 1098, 1099, W-2, W-3) to be reported to the Internal Revenue Service and furnished to the other party to the transaction.	Destroy in office 5 years after submitted to taxpayer and/or IRS.*	Confidentiality: G.S. 132-1.10 G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 04 NCAC 24D .0501(a) IRS Publication 15
2.43	TAX RETURNS Tax returns filed by the agency.	Destroy in office 6 years after filed.*	
2.44	TIME SHEETS, CARDS, AND ATTENDANCE RECORDS Records documenting the work hours and attendance of employees. SEE ALSO: Payroll and Earnings Records (above).	Destroy in office after 5 years.*	Retention: 04 NCAC 24D .0501(a) 29 CFR 516.6(a)(1)

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ITEM #	STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
2.45	TRAVEL REIMBURSEMENTS Includes requests and authorizations for reimbursement for travel and related expenses. SEE ALSO: Grants: Financial (above), Travel Requests (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	Destroy in office after 5 years.*	Retention: 04 NCAC 24D .0501(a)
2.46 	VENDORS Files maintained on specific vendors authorized or debarred from doing business with the agency. Includes name and address, correspondence (including e-mail), and other related records.	Destroy in office when superseded or obsolete.	

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STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS

Official records received and created by agency geographic information system programs. See G.S. 132-10 for information about providing public access to GIS databases.

ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.01	GEOGRAPHIC INFORMATION SYSTEM (GIS) CORE DATA Geo-referenced data and metadata to facilitate the management, manipulation, analysis, modeling, representation, and spatial analysis of complex problems regarding planning and management of resources.	Retain in office parcel, boundary, zoning, and orthoimagery layers (with accompanying data sets) permanently. <i>Retention Note: Other datasets should be kept according to standards and procedures set by the North Carolina Geographic Information Coordinating Council. See also GEOSPATIAL RECORDS, page A-13.</i>	
3.02	GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA DOCUMENTATION (METADATA) Records created during development or modification of an automated system which are necessary to access, retrieve, manipulate, and interpret data in that system; and records that explain the meaning, purpose, structure, local relationships, and origin of the data elements. Includes data element dictionaries, file layout, codebooks and tables, and definition files.	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.03	GEOGRAPHIC INFORMATION SYSTEM (GIS) INTERNAL STANDARDS AND PROCEDURES Includes requirements that are intended to make hardware, software, and data compatible and that cover data capture, accuracy, sources, base categories, output, and data element dictionaries.	Retain in office permanently.	
3.04	GEOGRAPHIC INFORMATION SYSTEM (GIS) MONITORING RECORDS Includes system security, quality assurance, transaction tracking, and other related activity monitoring records.	Destroy in office after 1 year.	
3.05	GEOGRAPHIC INFORMATION SYSTEM (GIS) OPERATIONAL RECORDS Includes user guides, system flowcharts, job or workflow records, system specifications, and similar documentation.	Destroy in office when the system is discontinued or when system data has been transferred to a new operating environment (platform).	
3.06	GEOGRAPHIC INFORMATION SYSTEM (GIS) PROJECT RECORDS	a) Retain in office GIS datasets and accompanying documentation (metadata) with historical and/or legal value permanently. b) Destroy in office remaining items when reference value ends.± Agency Policy: Destroy in office after _____	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.07	LAYERS: ADDRESS POINTS See also GEOSPATIAL RECORDS , page A-13.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	
3.08	LAYERS: CORPORATE LIMITS See also GEOSPATIAL RECORDS , page A-13.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.09	LAYERS: EXTRATERRITORIAL JURISDICTIONS See also GEOSPATIAL RECORDS , page A-13.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	
3.10	LAYERS: ORTHOIMAGERY See also GEOSPATIAL RECORDS , page A-13.	Create a snapshot of dataset when created. To maintain permanently, <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.11	LAYERS: STREET CENTERLINE See also GEOSPATIAL RECORDS , page A-13.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	
3.12	MAPPING PROJECT RECORDS Includes contract maps and all deliverable products for aerial photography, orthophotography, cartographic, cadastral, and digital mapping projects. See also GEOSPATIAL RECORDS , page A-13.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.13	MAPS: PARCEL Maps, including cadastral maps, and surveys of boundaries and measurements of each parcel, and information about encroachments, right-of-ways, and structures. See also GEOSPATIAL RECORDS , page A-13, and Property Management Records (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	Paper: Destroy in office upon State Archives approval. GIS dataset: Create a snapshot of dataset quarterly. To maintain permanently, <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	
3.14	MAPS: PARKS Includes park boundaries, facilities, landscaping, topography, and other pertinent information. Also includes maps and drawings stored and generated by Geographic Information System (GIS) and computer-aided design (CAD) systems. See also GEOSPATIAL RECORDS , page A-13.	Paper: Retain in office permanently. GIS dataset: Create a snapshot of dataset annually. To maintain permanently, <i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council . <i>Or:</i> If retained in office permanently, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council .	

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ITEM #	STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
3.15	MAPS: ALL OTHER @ Includes field maps, soil, topographic, sales, subdivision plats, right-of-way, sectional, highway, etc. Also includes paper maps.	a) Retain in office maps, including GIS datasets and accompanying documentation (metadata), with historical and/or legal value permanently. b) Destroy in office remaining items when reference value ends.± <i>Retention note: Contact the State Archives of North Carolina before destroying any tax maps, watershed maps, or zoning maps.</i> Agency Policy: Destroy in office after _____	


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STANDARD 4: HUMAN RESOURCES RECORDS

Official records and materials created and accumulated incidental to the employment, qualifications, training, and pay status of agency employees. Comply with applicable provisions of G.S. 115C Article 21A (LPSUs), G.S. 122C-158 (area authorities), G.S. 130A-45.9 (public health authorities), G.S. 153A-98 (county), G.S. 160A-168 (municipal), G.S. 161E-257.2 (public hospitals), and G.S. 162A-6.1 (water and sewer authorities) regarding confidentiality of personnel records.


ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.01	ABOLISHED POSITIONS Records concerning positions that have been abolished.	Destroy in office after 1 year.	
4.02 	ADMINISTRATIVE INVESTIGATIONS Records concerning the investigation of conduct problems among agency personnel. SEE ALSO: Disciplinary Actions (below).	a) Destroy in office after 3 years records concerning complaints against agency personnel that are resolved without an internal investigation. b) Destroy in office after 5 years records concerning complaints lodged against agency personnel that are exonerated. c) Destroy in office 5 years after final disposition or expiration of relevant statute of limitations complaints lodged against agency personnel that are settled out-of-court. d) Transfer investigation reports, disciplinary actions, and other related internal affairs case records to Personnel Records (Official Copy) (below).	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1

4: HR

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.03 	APPLICATIONS FOR EMPLOYMENT Records submitted by job applicants for vacant positions or by current employees for promotion, transfer, or training opportunities. Includes applications, transcripts, resumes, letters of reference, and other related records.	a) Transfer applications, resumes, transcripts, and similar records as applicable to Personnel Records (Official Copy) (below) or Seasonal and Contract Worker Records (below). b) Destroy in office after 2 years unsolicited application materials from individuals hired. c) Destroy in office records concerning individuals not hired 2 years after date of receipt, if no charge of discrimination has been filed. If charge has been filed, destroy in office 1 year after resolution of charge.* d) Destroy in office 2 years after receipt unsolicited applications/resumes and those received after posted closing dates.	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 29 CFR 1602.31
4.04	APPRENTICESHIP PROGRAM RECORDS Records concerning registered apprenticeship programs. Includes applications and selection materials as well as aggregated data. Also includes apprenticeship affirmative action plans.	Destroy in office 5 years after the making of the record or the personnel action involved, whichever occurs later.	Authority: 29 CFR 30.4(a) 29 CFR 1602.20 Retention: 29 CFR 30.12(d) 29 CFR 1602.21

4: HR

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.05 	APTITUDE AND SKILLS TESTING RECORDS Records concerning aptitude and skills tests required of job applicants or of current employees to qualify for promotion or transfer. Includes civil service examinations. SEE ALSO: Employment Selection Records (below).	Destroy in office after 2 years.	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)(iv)
4.06	ASBESTOS TRAINING Records concerning training programs about the proper management of asbestos. SEE ALSO: Bloodborne Pathogen Training (below), Hazardous Materials Training Records (below).	a) Destroy in office employee-specific records 1 year after separation. b) Destroy in office remaining records when superseded or obsolete.	Retention: 29 CFR 1910.1001(m)(4)

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.07	BENEFITS RECORDS Records concerning life, health, accident, and disability insurance plans as well as seniority and merit systems. Includes records concerning systems in which employees can select fringe benefits from a cafeteria plan, including flexible spending plans. File also includes notifications, election and claim forms, rejection letters, and other records related to COBRA (Consolidated Omnibus Budget Reconciliation Act).	a) Destroy in office approved claims forms after 2 years.* b) Destroy in office rejected requests 6 months after decision. c) Destroy in office 3 years after employee returns or eligibility expires notifications to employees or dependents informing them of their rights to continue insurance coverage after termination or during disability or family leave. d) Destroy in office remaining records 1 year after plan is terminated.	Retention: 29 CFR 1627.3(b)(2)
4.08	BLOODBORNE PATHOGEN TRAINING Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors. SEE ALSO: Asbestos Training (above), Hazardous Materials Training Records (below).	Destroy in office after 3 years.	Retention: 29 CFR 1910.1030(h)(2)(ii)
4.09	DIRECTORIES, ROSTERS, OR INDICES Includes records listing employees, their job titles, work locations, phone numbers, e-mail addresses, and similar information.	Destroy in office when superseded or obsolete.	

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.10	DISABILITY SALARY CONTINUATION CLAIMS Forms used by disabled employees to apply for salary continuation benefits. Also include short-term disability claims forms and other related records.	a) Transfer original forms to Local Government Employees' Retirement System (LERS) or Teachers' and State Employees' Retirement System (TSERS) for action when received. b) Destroy in office remaining records after 3 years.	
4.11	DISCIPLINARY ACTIONS Correspondence (including e-mail) and other records concerning disciplinary actions taken against employees by personnel or supervisory staff, including records documenting terminations. Includes records created by civil service boards when considering, or reconsidering on appeal, an adverse action against an employee.	a) Transfer records as applicable to Personnel Records (Official Copy) (below). b) Destroy in office all remaining records 2 years after resolution of all actions.	Authority: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 29 CFR 1602.31 Subject to the public information provision delineated in the above authorities.

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.12	DUAL EMPLOYMENT Records concerning employees' requests and authorizations to accept employment with another local government agency. SEE ALSO: Secondary Employment (below).	a) Destroy in office approved requests and related records 1 year after employee terminates additional employment. b) Destroy in office denied requests and related records after 6 months.	
4.13	 EDUCATIONAL LEAVE AND REIMBURSEMENT Includes records requesting educational leave and tuition assistance, reimbursements, and other related records. SEE ALSO: Leave Records (below).	a) Transfer records documenting approved leave requests to Personnel Records (Official Copy) (below). b) Destroy in office records concerning denied requests 6 months after denial.* c) Destroy in office records concerning approved tuition reimbursements 3 years after reimbursement.*	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1
4.14	 EMPLOYEE ASSISTANCE PROGRAMS Records documenting assistance and counseling opportunities. Includes requests for information, referrals, forms, releases, correspondence, and other related records.	Destroy in office after 3 years.	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.15 	EMPLOYMENT ELIGIBILITY RECORDS Includes the I-9 forms, employment authorization documents filed with the U.S. Department of Labor, petitions filed by the agency, E-Verify documentation, and Selective Service Registration compliance forms.	a) I-9 forms have mandatory retention throughout the duration of an individual's employment. After separation, destroy records in office 3 years from date of hire or 1 year from separation, whichever occurs later. b) Destroy in office after 5 years employment authorization documents filed with the U.S. Department of Labor. c) Destroy in office immigrant or nonimmigrant petitions filed by the agency 3 years after employee separation. d) Destroy in office remaining records 1 year after employee separation.	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 8 USC 1324a(b)(3)
4.16 	EMPLOYMENT SELECTION RECORDS Records concerning the selection of applicants for vacant positions or of current employees for promotion, transfer, or training opportunities. Includes interview documentation, rosters, eligibility lists, test ranking sheets, justification statements, background and criminal history checks, and similar records. SEE ALSO: Applications for Employment (above), Aptitude and Skills Testing Records (above).	a) Destroy in office background and criminal history checks after 5 years. b) Destroy in office remaining records 2 years after hiring decision.*	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 29 CFR 1602.31 29 CFR 1627.3(b)(1)

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.17 	EXIT INTERVIEW RECORDS Includes feedback from employees planning to separate from the agency.	Destroy in office after 1 year.	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1
4.18 	FAMILY MEDICAL LEAVE ACT (FMLA) RECORDS Records concerning leave taken, premium payments, employer notice, medical examinations considered in connection with personnel action, disputes with employees over FMLA, and other related records. SEE ALSO: Leave Records (below).	Destroy in office 3 years after leave ends.*	Authority: 29 CFR 825.110 Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 29 CFR 825.500(b)

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.19 	GRIEVANCES Includes initial complaint by employee, investigation, action, summary, and disposition. SEE ALSO: Disciplinary Actions (above), Personnel Records (Official Copy) (below).	Destroy in office after 2 years.*	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1
4.20	HAZARDOUS MATERIALS TRAINING RECORDS Includes records showing date of training, sessions, contents or summaries of sessions, names of employees attending, and names and qualifications of instructors. May also include documentation of loans of radioactive materials for the purpose of training exercises. SEE ALSO: Asbestos Training (above), Bloodborne Pathogen Training (above).	Destroy in office after 5 years.	Authority: 29 CFR 1910.120(p)(8)(iii) 10A NCAC 15
4.21	INTERNSHIP PROGRAM Records concerning interns and students who work for the agency.	Destroy in office after 2 years.	
4.22	LAW ENFORCEMENT TRAINING Records concerning internal training for law enforcement personnel.	Retain in office permanently.	

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.23 	LEAVE RECORDS Records concerning employee leave, including requests for and approval of sick, vacation, overtime, buy-back, shared, donated, etc. Also includes records documenting leave without pay. SEE ALSO: Educational Leave and Reimbursement (above), Family Medical Leave Act (FMLA) Records (above), Military Leave (below).	a) Destroy in office approved requests 3 years after return or separation of employee.* b) Destroy in office denied requests after 6 months.	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1
4.24 	MEDICAL RECORDS Records for employees, contractors, and volunteers concerning asbestos, toxic substances, and bloodborne pathogen exposure; physical examinations required by the employer in connection with any personnel action, including health or physical examination reports, or certificates created in accordance with the Americans with Disabilities Act (ADA); and records of injury or illness. (Does not include worker's compensation or health insurance claim records.) SEE ALSO: Benefits Records (above), Workers' Compensation Program Claims (below).	a) Destroy in office exposure records 30 years after date of exposure.* b) Destroy in office records pertaining to first-aid job-related illness and injury after 5 years. c) Provide medical records to employees who have worked for less than 1 year at time of separation. d) Destroy in office after 1 year records concerning physical examinations or health certificates. e) Destroy in office remaining records 30 years after employee separation. <i>Retention Note: Records must be maintained separately from an employee's personnel jacket. If part of a worker's compensation claim, follow disposition for Workers' Compensation Program Claims (below).</i>	Authority: 29 CFR 1910.1020(e) Confidentiality: 29 CFR 1630.14(c)(1) 29 CFR 1910.1030(h)(1)(iii) Retention: 29 CFR 1627.3(b)(1)(v) 29 CFR 1910.1020(d) 42 USC 12112(d)(3)

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.25	MILITARY LEAVE Records concerning military leave, as established by the Uniformed Services Employment and Reemployment Rights Act (USERRA). SEE ALSO: Leave Records (above).	Destroy in office 3 years after leave ends or employee separates from agency.*	Authority: 5 CFR 1208
4.26	 PERFORMANCE REVIEWS Information used to establish employees' goals and primary tasks. Records used to evaluate each employee's work performance. SEE ALSO: Personnel Records (Official Copy) (below).	Destroy in office after 3 years.	Confidentiality (applies only to performance evaluations): G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 60A-168 G.S. 161E-257.2 G.S. 162A-6.1
4.27	PERSONNEL ACTION NOTICES Records used to create or change information in the personnel records of individual employees concerning such issues as hiring, termination, transfer, pay grade, and position or job title.	Transfer records to Personnel Records (Official Copy) (below).	Subject to the public information provision delineated in relevant General Statutes.

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.28 	PERSONNEL RECORDS (OFFICIAL COPY) Official copy of personnel file maintained on each permanent and temporary agency employee that is eligible for benefits. Includes basic employee information and records and forms relating to the selection or non-selection, promotion, transfer, leave, salary, suspension, and termination of employment. Note: For agencies responsible for maintaining personnel files for criminal justice officers, please consult 12 NCAC 09C .0307 for the mandatory records of certification that must be housed in the personnel file. SEE ALSO: Medical Records (above), Seasonal and Contract Worker Records (below).	a) Destroy in office after 30 years from date of separation information needed to document: date and amount of each increase or decrease in salary with that agency; date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with that agency; date and general description of the reasons for each promotion with that agency; date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the agency; and, if the disciplinary action was a dismissal, a copy of the written notice of the final decision of the agency setting forth the specific acts or omissions that are the basis of the dismissal. b) Destroy in office information necessary to verify benefits 30 years after date of separation. c) Destroy in office remaining records when individual retention periods are reached as noted in individual items in this Records Retention and Disposition Schedule.	Authority/ Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1
4.29 	PERSONNEL RECORDS (SUPERVISOR COPY) Personnel jacket that is often maintained by supervisors.	a) Transfer records as applicable to Personnel Records (Official Copy) (above). b) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.30	POLICIES AND PROCEDURES (PERSONNEL) Official internal agency personnel policies and procedures. Also includes agreements and authorizations required of employees, orientation materials, and informational data. SEE ALSO: Civil Rights Records (STANDARD 6: LEGAL RECORDS), and Workers' Compensation Program Administration (below).	a) Retain in office internal agency personnel policies and procedures permanently. b) Destroy in office remaining records when superseded or obsolete.	
4.31	 POLYGRAPH RECORDS Includes statements informing employee of the time, place, and reasons for the test; copy of notice sent to examiner identifying employee to be tested; and copies of opinions, reports, or similar records generated by the examiner and provided to the agency.	Destroy in office 3 years from the date the test was given, or from the date the test was requested if no examination was given.	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 29 CFR 801.30

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.32	POSITION CLASSIFICATION, CONTROL, AND HISTORY Records concerning personnel actions and position control, status of each established permanent, temporary full-time, or part-time position, and other related topics. Also includes listings providing classification, titles, and position numbers. SEE ALSO: Position Descriptions (below).	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
4.33	POSITION DESCRIPTIONS Includes information on job title, grade, duties, agency assigned, and responsibilities.	Destroy in office 2 years after superseded.	Retention: 29 CFR 1620.32
4.34	POSITION EVALUATIONS Forms used to evaluate the primary purpose of a position.	Destroy in office after 1 year.	
4.35	RECRUITMENT RECORDS Includes ads and notices of overtime, promotion, and training. Also includes employment listings.	Destroy in office 1 year from date of record.	Retention: 29 CFR 1627.3(b)

4: HR

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.36	RETIREMENT RECORDS Includes descriptive information about retirement systems along with plans and related records outlining the terms of employee pension and other deferred compensation plans, including 401(k). SEE ALSO: Payroll and Earnings Records; Payroll Deduction Records (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).	a) Destroy in office descriptive information about retirement plans 1 year after plan is terminated. b) Destroy in office records concerning employer-sponsored retirement plans 7 years after payment.* c) Transfer Local Governmental Employees' Retirement System (LGRS) forms to Department of State Treasurer. d) Transfer applicable records to Personnel Records (Official Copy) (above).	Retention: 29 CFR 1627.3(b)(2)
4.37	 SEASONAL AND CONTRACT WORKER RECORDS Records concerning seasonal or contractual employees who are not provided with or eligible for benefits. SEE ALSO: Personnel Records (Official Copy) (above).	Destroy in office 5 years after date of separation.	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1
4.38	SECONDARY EMPLOYMENT Records concerning employees' requests and authorizations to accept employment with a private entity. SEE ALSO: Dual Employment (above.)	a) Destroy in office approved requests and related records 1 year after employee terminates outside employment. b) Destroy in office denied requests and related records after 6 months.	

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.39	SERVICE AWARDS AND COMMENDATIONS Includes award and selection committee reports, nominations, selection criteria, and similar administrative records relating to employee recognition or incentive programs. SEE ALSO: Personnel Records (Official Copy) (above).	Destroy in office 2 years from date of record creation or the personnel action involved.	
4.40	SUGGESTIONS AND SURVEYS Recommendations and feedback submitted by agency employees.	Destroy in office after 1 year.	
4.41	TRAINING AND EDUCATIONAL RECORDS Records concerning the delivery of training to agency personnel. Includes training manuals, syllabi and course outlines, and other related records. Also includes employee-specific records (certificates, transcripts, test scores, etc.) relating to the training, testing, or continuing education of employees. SEE ALSO: Conferences and Workshops (STANDARD 7: PUBLIC RELATIONS RECORDS), Educational Leave and Reimbursement (above). Other required trainings are handled in Asbestos Training (above), Bloodborne Pathogen Training (above), Hazardous Materials Training Records (above), Law Enforcement Training (above).	a) Transfer records as applicable to Personnel Records (Official Copy) (above), if such training and testing is required for the position held or could affect career advancement. b) Destroy in office certifications and other qualifications 5 years after expiration or employee separation. c) Destroy in office general training materials when superseded or obsolete. d) Destroy in office remaining employee-specific records after 1 year.	Retention: 29 CFR 1627.3(b)(1)(iv)

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.42 	UNEMPLOYMENT COMPENSATION CLAIMS Claim forms and other related records concerning unemployment compensation cases.	Destroy in office after 5 years.*	Confidentiality: G.S. 115C Art. 21A G.S. 122C-158 G.S. 130A-45.9 G.S. 153A-98 G.S. 160A-168 G.S. 161E-257.2 G.S. 162A-6.1 Retention: 04 NCAC 24D .0501(a)
4.43	UNEMPLOYMENT COMPENSATION REPORTS Quarterly reports showing month-to-date wages, month-to-date compensation, year-to-date wages, and year-to-date compensation for each employee. May be filed with NC Division of Employment Security.	Destroy in office after 5 years.*	Retention: 04 NCAC 24D .0501(a)
4.44	UNEMPLOYMENT INSURANCE Forms submitted to the Department of Commerce to report wage records of terminated employees.	Transfer to the N.C. Department of Commerce, Division of Employment Security.	
4.45	VERIFICATION OF EMPLOYMENT RECORDS Inquiries and responses concerning verification of an employee's prior or current employment with the agency.	Destroy in office after 1 year.	
4.46	VOLUNTEER RECORDS Records concerning individuals who volunteer to assist with various agency activities.	Destroy in office 2 years after completion of assignment.	

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ITEM #	STANDARD 4: HUMAN RESOURCES RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
4.47	WORK SCHEDULES AND ASSIGNMENTS Records concerning work, duty, shift, crew, or case schedules, rosters, or assignments.	Destroy in office after 1 year.	
4.48	WORKERS' COMPENSATION PROGRAM ADMINISTRATION Includes program policies, guidelines, and related administrative documentation.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
4.49 	WORKERS' COMPENSATION PROGRAM CLAIMS Records concerning workers' compensation claims filed by employees' supervisors concerning accidental injuries or illnesses suffered on the job. Includes Employer's Report of Injury to Employee (Form 19), accident investigation reports, medical reports, claim cost reports, reference copies of medical invoices, and other related records. <i>Note: All official copies of claims records should be transferred to the North Carolina Industrial Commission in compliance with G.S. 97-92(a).</i>	Destroy in office agency's working file for workers' compensation claims by its employees 5 years after employee returns to work or separates from agency.*	Confidentiality: G.S. 8-53 G.S. 97-92(b)

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STANDARD 5: INFORMATION TECHNOLOGY (IT) RECORDS


Information technology encompasses all activities undertaken by agency to design, develop, and operate electronic information systems. This section covers records for which Information Technology personnel are responsible, including administrative records and those used to process data and monitor and control operations.

Note: Administration, use, and retention of records concerning computer and information security should comply with applicable provisions of G.S. 132-6.1 on the confidentiality of records regarding "hardware or software security, passwords, or security standards, procedures, processes, configurations, software, and codes." (G.S. 132-6.1 (c))

ITEM #	STANDARD 5: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.01 	AUDITS: IT SYSTEMS Records documenting user actions affecting the contents of monitored systems. Also includes fixity checks and other periodic tests of data validity.	a) Destroy in office 1 year after superseded or obsolete fixity check documentation. b) Destroy in office remaining records after disposition of record.*	Confidentiality: G.S. 132-6.1(c)
5.02	COMPUTER AND NETWORK USAGE RECORDS Records documenting usage of electronic devices and networks. Includes login files, system usage files, individual program usage files, and records of use of the Internet by employees.	Destroy in office after 1 year.	
5.03	DATA DOCUMENTATION RECORDS Records concerning data in automated systems. Includes data element dictionary, file layout, code book or table, entity relationships tables, and other records related to the structure, management, and organization of data.	Destroy in office 3 years after system is discontinued and/or replaced.	



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ITEM #	STANDARD 5: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.04	DATA MIGRATION RECORDS Technical records documenting data migrations. <i>Note: The data itself is subject to the disposition instructions indicated for its relevant records series; these are merely records about migrating said data.</i>	Destroy in office 1 year after completion of data migration.	
5.05	DATA WAREHOUSES Federated data gathered by the agency from other sources for the purposes of comparison and distribution. SEE ALSO: Collected Data (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	Destroy in office when superseded or obsolete.	Maintain confidentiality consistent with any restrictions placed on the data provider.
5.06	DIGITIZATION AND SCANNING RECORDS Records concerning data entry and imaging operations. Includes quality control records. See also REQUEST FOR DISPOSAL OF ORIGINAL RECORDS DUPLICATED BY ELECTRONIC MEANS , page A-21.	Destroy in office 10 days after digitization. <i>Note: The digital surrogate becomes the record copy and must be retained according to the disposition instructions for that record type.</i>	
5.07	 ELECTRONIC RECORDS POLICIES AND PROCEDURES Includes procedural manuals as well as an Electronic Records and Imaging Policy and a Security Backup Policy.	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. 132-1.7(b) G.S. 132-6.1(c)


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ITEM #	STANDARD 5: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.08	INFORMATION TECHNOLOGY ASSISTANCE RECORDS Records documenting troubleshooting and problem-solving assistance provided by agency information systems personnel to users of the systems. Includes help desk assistance requests, resolution records, and related documentation.	Destroy in office 1 year after work is completed.	
5.09 	NETWORK AND SYSTEM SECURITY RECORDS Records documenting cybersecurity efforts. Includes records concerning firewalls, anti-virus programs, intruder scanning logs, and other related records.	a) Destroy in office finalized cyber incident reports 5 years after resolution. b) Destroy in office after 2 years records documenting incidents involving unauthorized attempted entry or probes on data processing systems, IT systems, telecommunications networks, and electronic security systems. c) Destroy in office after 1 year records concerning firewalls, anti-virus programs, and other related records.	Confidentiality: G.S. 132-6.1(c)
5.10 	NETWORK DIAGRAMS Records documenting the logical and physical relationships of network components for purposes of organization, deployment, troubleshooting, monitoring of access, and management of day-to-day operations.	Destroy in office when superseded or obsolete.	Confidentiality: G.S. 132-6.1(c)

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ITEM #	STANDARD 5: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.11	PROJECT DOCUMENTATION Records created to design, develop, control, or monitor a specific project or group of IT projects. Includes statements of work, assessments, maintenance agreements, and testing records. SEE ALSO: Projects (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Retain in office permanently records with historical value. b) Destroy in office remaining records 3 years after completion of project.	
5.12	SOFTWARE LICENSE AND COPYRIGHT PROVISIONS RECORDS Records documenting compliance with agency software license and copyright provisions. Includes software licenses, correspondence (including e-mail), and related documentation.	Destroy in office 1 year after software is superseded or obsolete.	
5.13	SYSTEM ACCESS RECORDS Records documenting access requests and authorizations, system access logs, and other related records.	Destroy in office 1 year after superseded or obsolete.	
5.14	 SYSTEM DOCUMENTATION RECORDS Records documenting operating systems, application programs, structure and form of datasets, system structure, and system-to-system communication. Includes system overviews, dataset inventories, server name, IP address, purpose of the system, vendor-supplied documentation, installed software, and current source code.	Destroy in office 3 years after superseded or obsolete.	Confidentiality: G.S. 132-1.1(g) G.S. 132-6.1(c)

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ITEM #	STANDARD 5: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.15	SYSTEM MAINTENANCE RECORDS: HARDWARE REPAIR OR SERVICE Records documenting inspections, maintenance, and repairs of agency computer systems that are owned or leased. Includes computer equipment inventories and service records. SEE ALSO: Equipment and Vehicle Maintenance, Repair, and Inspection Records (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Destroy in office records documenting routine inspections and maintenance of equipment after 1 year. b) Destroy records documenting all other equipment maintenance and repairs upon the final disposition of the equipment.	
5.16	SYSTEM MAINTENANCE RECORDS: RECORDS BACKUPS Records documenting regular or essential system backups. Includes backup tape inventories, relevant correspondence (including e-mail), and related documentation. See also Security Backup Files as Public Records in North Carolina: Guidelines for the Recycling, Destruction, Erasure, and Re-use of Security Backup Files , available on the State Archives of North Carolina website.	Destroy in office in accordance with your office's established, regular backup plan and procedures.± Agency Policy: Destroy in office after _____	
5.17	TECHNICAL PROGRAM DOCUMENTATION Records concerning program code, program flowcharts, program maintenance logs, systems change notices, and other related records that document modifications to computer programs.	Destroy in office 1 year after superseded or obsolete.	

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ITEM #	STANDARD 5: INFORMATION TECHNOLOGY RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5.18	VOICE OVER INTERNET PROTOCOL (VoIP) RECORDS Records concerning line registrations, calls logs, and voicemail records.	a) Destroy in office records concerning line registration when superseded or obsolete. b) Destroy in office call logs after 1 year. c) Destroy in office voicemail records after 30 days.	
5.19	WEB MANAGEMENT AND OPERATIONS RECORDS: STRUCTURE Site maps that show the directory structure into which content pages are organized, and commercial, off-the-shelf software configuration or content management system files used to operate the site and establish its look and feel. Includes server environment configuration specifications. SEE ALSO: Website (Electronic) (STANDARD 7: PUBLIC RELATIONS RECORDS).	Destroy in office when superseded or obsolete.	

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STANDARD 6: LEGAL RECORDS

Official documentation created or accumulated to substantiate the rights, obligations, or interests of the agency or their individual employees or clients. Please note the confidentiality that G.S. 132-1.1(a) confers to communications by legal counsel expires three years after receipt of such communication.

ITEM #	STANDARD 6: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.01	AFFIDAVITS OF PUBLICATION Proof of publication provided by newspapers regarding publication of ordinances, public hearings, bid solicitations, payment of bills, public sales, etc. SEE ALSO: Public Bodies: Meeting Notices (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Retain in office permanently if record provides sole evidence of publication. b) Destroy in office remaining records after 3 years.*	Authority: G.S. 1-600
6.02	ANNEXATION RECORDS Records concerning annexation of property into the city. Includes petitions, reports, correspondence (including e-mail), maps, ordinances, and public hearings.	a) Destroy in office withdrawn petitions after 1 year. b) Retain remaining records in office permanently. <i>Retention Note: Annexation maps and ordinances must be filed with the County Register of Deeds office and the office of the Secretary of State (G.S. 160A-29, G.S. 160A-58.61 and G.S. 160A-58.90). A map must also be filed with the county board of elections (G.S. 163-288.1).</i>	
6.03	AUTHENTICATIONS Certificates of authentication issued by the agency.	Retain in office permanently.	

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ITEM #	STANDARD 6: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.04	CIVIL RIGHTS CASE RECORDS Records concerning discrimination complaints by employees or former employees and employee requests for reasonable accommodation. Includes equal opportunity (EO) complaints. SEE ALSO: Constituent Comments, Complaints, Petitions, and Service Requests (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS), Personnel Records (Official Copy) (STANDARD 4: HUMAN RESOURCES RECORDS).	a) Destroy in office requests for reasonable accommodation 2 years after they become obsolete. b) Destroy in office discrimination complaints 1 year after final disposition of the charge or the action.* <i>Retention Note: 29 CFR 1602.14 defines final disposition of the charge or the action as "the date of expiration of the statutory period within which the aggrieved person may bring an action in a U.S. District Court or, where an action is brought against an employer either by the aggrieved person, the Commission, or by the Attorney General, the date on which such litigation is terminated."</i>	Retention: 29 CFR 1602.14 29 CFR 1602.31

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ITEM #	STANDARD 6: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.05	CIVIL RIGHTS RECORDS Records concerning documentation of personnel policies and procedures to comply with the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Equal Pay Act, the Genetic Information Nondiscrimination Act (GINA), Section 504 of the 1973 Rehabilitation Act, and the 1964 Civil Rights Act. Includes reports required by the Equal Employment Opportunity (EEO) Commission and affirmative action plans. SEE ALSO: Civil Rights Case Records (above), Constituent Comments, Complaints, Petitions, and Service Requests (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS), Policies and Procedures (Personnel) (STANDARD 4: HUMAN RESOURCES RECORDS).	Destroy in office 3 years after superseded or obsolete.	Authority: 29 CFR 1602.1 29 CFR 1602.7 29 CFR 1608.4 Retention: 29 CFR 1602.30 29 CFR 1602.32 34 CFR 104.6(c)(2)
6.06	CONDEMNATION RECORDS Settled and pending condemnation cases. SEE ALSO: Accounts Payable (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS) for disposition of financial records.	Retain in office permanently.	

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ITEM #	STANDARD 6: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.07	CONFLICT OF INTEREST AND CONFLICT OF COMMITMENT DISCLOSURE STATEMENTS Completed by the elected agency officials as well as designated staff members in order to disclose an official's status or ownership interests.	Destroy in office 1 year after completion of term or separation.	
6.08	CONTRACTS, LEASES, AND AGREEMENTS @ Contracts and agreements for construction, equipment, property, supplies, special programs, and projects. Includes franchise agreements, hold harmless agreements, good faith effort documentation, contractor compliance monitoring, leases, and memoranda of understanding. SEE ALSO: Software License and Copyright Provisions Records (STANDARD 5: INFORMATION TECHNOLOGY RECORDS).	a) Retain in office contracts and agreements with historical value permanently. b) Destroy in office sealed contract records 10 years after expiration of contract.* c) Destroy in office all records related to capital improvement contracts and business associate agreements 6 years after completion, termination, or expiration.* d) Destroy in office records documenting restrictions and compliance with license and copyright provisions for products and services purchased by the agency 1 year after superseded or obsolete.* e) Destroy in office all other contracts and agreements 3 years after completion, termination, or expiration.*	Retention: G.S. 1-47(2) G.S. 1-50(a)(5) 45 CFR 164.316 G.S. 1-52
6.09	DECLARATORY RULINGS Records concerning declaratory rulings issued by the agency to interpret statutes or rules as applied to a specified set of facts.	Retain in office permanently.	

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ITEM #	STANDARD 6: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.10	DELEGATION OF AUTHORITY RECORDS Records documenting delegations of power to authorize agency business. Includes signature authorities and powers of attorney.	Destroy in office 1 year after superseded or obsolete.	
6.11	EASEMENTS AND RIGHT-OF-WAY AGREEMENTS Granted to the agency. SEE ALSO: Accounts Payable (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS) for disposition of financial records; LOCAL PROGRAM SCHEDULE, Excavation Permits and Right-of-Way Acquisition Working Records (STANDARD 19: STREET MAINTENANCE, PUBLIC WORKS, AND ENGINEERING RECORDS).	Destroy in office 10 years after expiration of agreement.	
6.12	ENCROACHMENTS Records concerning agreements granted by or to the agency. Also includes maps or drawings detailing construction plans attached to agreements.	a) Retain in office permanently records concerning agreements granted by outside entities to the agency. b) Destroy in office when superseded or obsolete records concerning agreements granted to utilities, businesses, and private residents to encroach upon agency property.	
6.13	EXPUNCTIONS Expunction orders received by local agencies.	Destroy in office when record is expunged.	

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ITEM #	STANDARD 6: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.14	INVESTIGATION AND HEARING RECORDS Records concerning complaints, fraud allegations, contestments, grievances, and inquiries against individuals and other entities. Includes summaries, charges, reports, assessments and findings, hearing transcripts and evidence, decisions and sanctions, referrals, correspondence, and other related records.	Destroy in office 3 years after completion.*	
6.15	LAND OWNERSHIP RECORDS Includes deeds and titles.	Destroy in office 1 year after agency relinquishes ownership of land.*	
6.16	 LEGAL CORRESPONDENCE Correspondence (including e-mail) and related records concerning legal matters not related to specific legal cases or official opinions.	Destroy in office after 5 years. For information on handling e-mail, see ELECTRONIC RECORDS , page A-11.	Confidentiality: G.S. 132-1.1(a)
6.17	LEGAL OPINIONS Formal legal opinions written by counsel in response to requests concerning the governance and administration of the agency.	Retain in office permanently.	
6.18	 LEGAL REVIEW RECORDS Includes legal reviews of by-laws and charges to boards and commissions, conflicts of interest, and all other agency matters as requested. SEE ALSO: Legal Opinions (above).	a) Retain in office records with historical value permanently. b) Destroy in office remaining records after expiration of relevant statute of limitations.	Confidentiality: G.S. 132-1.1(a)

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ITEM #	STANDARD 6: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.19 	LITIGATION CASE RECORDS Civil suits to which the agency is a party. Includes affidavits, agreements, appeals, bills, briefs, citations, commitments, complaints, discharges, motions, notices, pleas, releases, statements, testimony, verdicts, waivers, warrants, and writs.	a) Retain in office cases having precedential or historical value permanently. b) Destroy in office adjudicated cases 6 years after final disposition. c) Destroy in office non-adjudicated cases (out-of-court claims) 6 years after final disposition or expiration of relevant statute of limitations.	Confidentiality: G.S. 132-1.1(a) G.S. 132-1.9
6.20	OATHS OF OFFICE SEE ALSO: Public Bodies: Member Files (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	Transfer official copy of oath of office to the municipal clerk or the county clerk to the board of commissioners or the clerk of the governing board for permanent retention. <i>Retention Note: The Clerk should present a copy of the oaths of elected officials to the Clerk of Superior Court for recording.</i>	Authority: G.S. 105-349 G.S. 153A-26 G.S. 160A-61 G.S. 160A-68 G.S. 160A-284 Retention: G.S. 7A-103(2)
6.21	PERMISSIONS Records conferring legal permission. Includes copyright permission requests and requests for permission to publish intellectual property or holdings of the agency. Also includes copyrights, patents, and trademarks held by the agency.	a) Retain in office permanently records conferring perpetual legal permission as well as records documenting copyrights, patents, and trademarks held by the agency. b) Destroy in office 3 years after expiration records concerning one-time copyright permissions granted by the agency.	

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ITEM #	STANDARD 6: LEGAL RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
6.22	PRE-TRIAL RELEASE PROGRAM RECORDS Records documenting supervision for defendants who do not pose a risk to the community as they await trial.	Destroy in office 3 years after trial.	
6.23	RELEASE FORMS Records documenting consent and waiving the individual's right to hold the agency responsible for injuries or damages occurring while voluntarily participating in events or activities.	Destroy in office 5 years after termination of release/waiver.	
6.24	SETTLEMENTS Records concerning pre-litigation or informal settlements.	Destroy in office 10 years after expiration.	Authority: G.S. 132-1.3
6.25	VEHICLE TITLES Titles of agency owned vehicles.	Dispose of in accordance with Division of Motor Vehicles procedures for title transfer upon disposition of vehicle.	Authority: G.S. 20-72

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

STANDARD 7: PUBLIC RELATIONS RECORDS

Official records and materials created and accumulated by internal public relations programs operated by the agency.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.01	AGENCY PUBLICATIONS Publications created at agency expense. Also includes correspondence and other related records regarding the design and creation of agency publications.	a) Retain in office records with historical value permanently. b) Destroy publications management records after 5 years. c) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	
7.02	AUDIO-VISUAL RECORDINGS @ Recordings (including digital) and films produced by or for the agency. This does not include recordings of public meetings or security videos. SEE ALSO: Public Bodies: Audio and Video Recordings of Meetings (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS), Office and Property Security Records (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	
7.03	COMMUNITY AWARDS @ Records concerning awards by the agency recognizing community contributions.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.04	CONFERENCES AND WORKSHOPS @ Records concerning conferences and workshops conducted by agency employees. Includes slides, charts, transparencies, handouts, and other related records used in presentations. SEE ALSO: Training and Educational Records (STANDARD 4: HUMAN RESOURCES RECORDS).	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
7.05	EDUCATIONAL MATERIALS Materials produced for usage by teachers or tour groups. Includes lesson plans, activities, and other related records.	Destroy in office when superseded or obsolete.	
7.06	FUND DRIVE AND EVENT RECORDS Records documenting the promotion and organization of fund drives and other special events in which the agency participated. Includes records concerning solicitations requesting and donations providing money or in-kind donations for agency programs. Also includes invitations, registration materials, agendas, handouts, presentations, and programs. SEE ALSO: Donations and Solicitations (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.07	INVITATIONS Invitations sent and received concerning agency and external functions.	Destroy in office after event occurs.	
7.08	MEDIA FILE Reference copies of newspaper, magazine, and other media clippings concerning the agency, agency officials, and other topics of interest.	Destroy in office when reference value ends.± Agency Policy: Destroy in office after _____	
7.09	POPULAR ANNUAL FINANCE REPORT Comprehensive annual financial report (CAFR)	a) Retain records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.	
7.10	PUBLIC HEARINGS Includes agendas, minutes, notices, speaker sign-up sheets, and similar documentation. SEE ALSO: Public Bodies: Minutes (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	a) Retain in office minutes permanently. b) Destroy in office remaining records after 1 year.	

7: PR

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.11	PUBLIC RECORDS REQUESTS Formal requests submitted by persons seeking access to agency records along with documentation of agency response.	Destroy in office 2 years after resolution.* <i>Note: These disposition instructions apply only to the request, internal agency records related to searching for and preparing responsive records, and communication of response; the documents that are responsive to public records requests should be handled according to their respective disposition instructions. However, if the agency also retains separate copies of the documents that are responsive to public records requests, they may also be destroyed 2 years after completion of the request.</i>	
7.12	PUBLICITY RECORDS @ Records concerning overall public relations of agency. Includes advertisements, announcements, correspondence (including e-mail), photographic materials, news and press releases, and other related records.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when superseded or obsolete.*	
7.13	SOCIAL MEDIA SEE ALSO: Website (Electronic) (below).	See APPENDIX (page A-12) for guidance in handling social media.	
7.14	SPEECHES Speeches made by agency officials.	a) Retain in office records with historical value permanently. b) Destroy in office remaining records when reference value ends.± Agency Policy: Destroy in office after _____	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 7: PUBLIC RELATIONS RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
7.15	WEBSITE (ELECTRONIC) Records created and maintained in paper and electronic formats concerning the creation and maintenance of the agency's presence on the World Wide Web. Includes correspondence (including e-mail), procedures, instructions, website designs, HTML/XHTML, or other web-based file formats, and other related records. SEE ALSO: Web Management and Operations Records: Structure (STANDARD 5: INFORMATION TECHNOLOGY RECORDS).	a) Capture website annually or whenever a major revision in design and/or content has taken place, whichever occurs first. Retain captured content in office permanently. Can be maintained as website snapshots or via Web crawler. b) Destroy in office remaining records when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

STANDARD 8: RISK MANAGEMENT RECORDS


Official records created and accumulated to manage risks in the agency.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.01	ACCIDENT/INCIDENT REPORTS (CUSTOMER AND EMPLOYEE) SEE ALSO: Workers' Compensation Program Claims (STANDARD 4: HUMAN RESOURCES RECORDS).	a) Transfer records resulting in workers' compensation to Workers' Compensation Program Claims (STANDARD 4: HUMAN RESOURCES RECORDS). b) Destroy in office remaining employee claims 3 years after settlement or denial of claim.* c) Destroy in office adult non-employee reports 3 years after settlement or denial of claim.* d) Destroy in office reports that do not result in claims or official action after 3 years. e) Destroy in office reports of minors after minor has reached age of 21.	
8.02	DECLARATIONS AND TERMINATIONS OF STATES OF EMERGENCY	Retain in office permanently.	Authority: G.S. 166A-19.22

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.03 	DISASTER AND EMERGENCY MANAGEMENT PLANS @ Records concerning preparedness, evacuations, and operations in the event of a disaster (natural, accidental, or malicious). Includes background surveys, studies, reports, and records concerning the process of notifying personnel in the event of an emergency. Also includes Continuity of Operations Plans (COOP) and Business Continuity Plans (BCP).	Destroy in office when superseded or obsolete.	Confidentiality: G.S. 132-1.7
8.04	DISASTER RECOVERY Administrative records documenting and recovery efforts for emergencies of a short duration as well as disasters inflicting widespread destruction and having long-term consequences for the agency. Includes documents coordinating activities with federal, state, and local emergency management, incident reports, inventories, and disaster relief allocations.	a) Retain in office permanently records documenting major agency disaster recovery efforts and records evaluating emergency response and efficacy. b) Destroy in office after 3 years records concerning minor or routine agency recovery operations that are managed with minimal disruption to normal operations.	
8.05	EMERGENCY DRILLS AND EQUIPMENT RECORDS Includes test records for fire suppression, defibrillator, respirator fit, and other emergency equipment. Also includes records concerning agency emergency and fire drills.	Destroy in office when superseded or obsolete.	
8.06	EMERGENCY NOTIFICATIONS Notifications and alerts sent to residents by Emergency Management or other agency staff regarding a current emergency.	Destroy in office after 1 year.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.07	EMPLOYEE SECURITY RECORDS Records concerning the issuance of keys, identification cards, parking assignments, passes, etc., to employees. SEE ALSO: Office and Property Security Records (STANDARD 1: ADMINISTRATION AND MANAGEMENT RECORDS).	Destroy in office when superseded or obsolete.	
8.08	FIRE, HEALTH, AND ENVIRONMENTAL SAFETY RECORDS Records concerning agency safety measures. Includes reports, logs, and other related records documenting inspections of agency facilities.	a) Destroy in office inspection reports after 7 years. b) Destroy in office safety audits after 3 years. c) Destroy in office remaining records when superseded or obsolete.	
8.09	FIXED NUCLEAR FACILITIES PLANS FILE Records concerning emergency plans for county fixed nuclear facilities.	Destroy in office when superseded or obsolete.	
8.10	FUEL OIL STORAGE TANK RECORDS	Destroy in office closure records 3 years after completion of permanent closure.	Authority: 40 CFR 280.34 Retention: 40 CFR 280.74

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.11	<p>HAZARDOUS MATERIALS MANAGEMENT</p> <p>Records documenting agency efforts to prevent and mitigate exposure to hazardous materials. Includes risk assessments, management plans, and abatement/removal records.</p> <p>SEE ALSO: Safety Data Sheets (below).</p> <p><i>Note: Title 10A of the NC Administrative Code provides guidelines about the records requirements for persons who receive, possess, use, transfer, own or acquire any sources of radiation within the State of North Carolina.</i></p>	<p>a) Retain in office permanently records documenting hazardous waste disposal sites on agency property and documenting the use of pathogens and biological toxins (select agents) at the agency.</p> <p>b) Destroy in office asbestos records 1 year after building is demolished. <i>(Note: If building is sold, transfer records to new owner.)</i></p> <p>c) Destroy in office after 5 years records concerning the receipt, maintenance, and disposal of radioactive materials.</p> <p>d) Destroy in office 3 years after superseded or obsolete records concerning hazard mitigation plans.</p> <p>e) Destroy in office records documenting environmental and hazardous waste remediation projects 5 years after project completion.</p> <p>f) Destroy in office remaining records after 30 years.</p>	<p>Retention: 29 CFR 1910.1001(j)(3)(ii)</p>

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.12	INSURANCE POLICIES Records concerning automobile, theft, fire, and all other insurance policies purchased by agency. Also includes insurance audits, claims reports, surveys, endorsements, certificates of insurance, and waivers.	a) Destroy in office records concerning automobile and other liability insurance policies 10 years after superseded or obsolete.* b) Destroy in office certificates of insurance after 1 year. c) Destroy in office self-insurer certifications 6 years from date of termination of policy or settlement of all claims. d) Destroy in office remaining records after 1 year after superseded or obsolete.	
8.13	LOSS CONTROL INSPECTION REPORTS Self-inspections to identify potential liabilities or hazards that may exist in agency owned buildings or property.	Destroy in office when superseded or obsolete.	
8.14	LOST, STOLEN, OR DAMAGED PROPERTY REPORTS Includes reports of property lost or stolen at agency. Also includes reports and employee narratives of vandalism to agency property.	Destroy in office after 2 years.*	
8.15	NATIONAL FLOOD INSURANCE PROGRAM RECORDS Records concerning the participation of a local government agency in FEMA's National Flood Insurance Program (NFIP). Includes floodplain management ordinances, maps, and other related records.	a) Retain in office permanently floodplain management ordinances. b) Destroy in office copies of flood insurance rate maps, elevation certificates, and elevation information when superseded or obsolete.	

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

ITEM #	STANDARD 8: RISK MANAGEMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8.16	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) Records concerning injury or illness, extent and outcomes, summary totals for calendar year, and OSHA forms. Includes ergonomic assessments for employees.	Destroy in office after 5 years.	Retention: 29 CFR 1904.33 29 CFR 1904.44
8.17	SAFETY DATA SHEETS Forms supplied to agencies from manufacturers and distributors of hazardous materials for materials held by the agency.	Destroy in office 30 years after materials have been disposed of according to manufacturer's instructions. <i>Retention Note: A data sheet for a mixture may be discarded if the new data sheet includes the same hazardous chemicals as the original formulation. If the formulation is different, both data sheets must be retained for 30 years. Data sheets may also be discarded if some other record identifying the substances used, where they were used, and when they were used is retained the required 30-year period.</i>	Retention: 29 CFR 1910.1020(d)(1)(ii)(B)

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

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@ In some cases, more specific record retention and disposition requirements can be found in the relevant program schedule. See the appendix for pointers to such records series.

STANDARD 9: WORKFORCE DEVELOPMENT RECORDS

Official records created and accumulated by the agency to manage workforce development programs. Relevant legislation includes the Comprehensive Employment and Training Act, the Job Training and Partnership Act, the Workforce Investment Act, and the Workforce Innovation and Opportunity Act.

ITEM #	STANDARD 9: WORKFORCE DEVELOPMENT RECORDS		
	RECORDS SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
9.01	AUDIT/AUDIT RESOLUTIONS Records concerning reports from financial and compliance audits conducted on Workforce Investment Act programs in accordance with OMB Circular A-133. Includes audit reports and correspondence concerning audits and audit resolutions for the local area. Also includes federal and state audits.	Destroy in office after 3 years.	Authority: OMB Circular A-133 29 CFR 97.26
9.02	LOCAL AREA JOB TRAINING PLAN RECORDS Records concerning the local board's bid process for contracting workforce development programs.	Destroy in office when superseded or obsolete.	Authority: 20 CFR 652.8
9.03	PARTICIPANT RECORDS Records concerning applicants, registrants, eligible applicants/registrants, participants, terminees, and employees who submit requests for services of the Dislocated Workers Program and Workforce Investment Act programs. Includes applications, client history, Employability Development Plans, program referral, monitoring notes, pay authorizations, release forms, and Workforce Investment Act follow-up questionnaires.	Destroy in office 3 years after close of audit/final year expenditure.*	Authority: 20 CFR 652.8

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page A-5.

± The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

MANAGING PUBLIC RECORDS IN NORTH CAROLINA

Q. What is this “records retention and disposition schedule”?

- A.** This document is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by N.C. Gen. Stat. § 121-5(c) and N.C. Gen. Stat. § 132-8 to provide. It supersedes all previous editions, including all amendments.

Q. How do I get this schedule approved?

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
-

Q. Am I required to have all the records listed on this schedule?

- A.** No, this is not a list of records you must have in your office.
-

Q. What is “reference value”?

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
-

Q. Do the standards correspond to the organizational structure of my agency?

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.
-

Q. What if I cannot find some of my records on this schedule?

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately. The Request for Change in Records Schedule form (see page A-19) can be used for such requests.
-

Q. What are public records?

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:
- “Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the

transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

Q. *Is any person allowed to see my records?*

- A.** Yes, except as restricted by specific provisions in state or federal law. N.C. Gen. Stat. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at ± times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

Q. *What about my confidential records?*

- A.** Not all government records are open to public inspection. Exceptions to the access requirements in N.C. Gen. Stat. § 132-6 and the definition of public records in N.C. Gen. Stat. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

Q. *Am I required to make available to the public copies of drafts that have not been approved?*

- A.** Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

Q. *What do I do with permanent records?*

- A.** Permanent records should be maintained in the office that created the records, forever.

The Department of Natural and Cultural Resources (DNCR) is charged by the General Assembly with the administration of a records management program (N.C. Gen. Stat. § 121-4 (2) and § 132-8.1) and the maintenance of “a program for the selection and preservation of public records considered **essential** to the operation of government and to the **protection of the rights and interests of persons**” (§ 132-8.2). Permanent records with these characteristics require preservation duplicates that are human-readable (paper or microfilm). Some examples of these characteristics include:

- Affect multiple people, without regard to relation
- Have significance over a long span of time
- Document governance
- Document citizenship

Examples of records with these characteristics:

- Minutes of governing bodies at the state and local levels are the basic evidence of our system of governance, and are routinely provided for the public to read.
- Records, such as deeds and tax scrolls, about land document changes in ownership and condition. Counties maintain offices expressly for the purpose of making those records

available to the public. Other records in local and state governments document potential public health hazards, such as hazardous materials spills.

- Adoptions, marriages, and divorces document changes in familial relationships. Though adoptions are confidential (not available for public inspection), they document changes in inheritance and familial succession.
- Court records, such as wills, estates, and capital cases, affect people within and across family groups, are made available for public inspection, and often involve transactions related to the examples above.

See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Natural and Cultural Resources (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines/human-readable-preservation>) and check with a records analyst to determine whether your permanent records require a preservation duplicate.

Q. What is historical value?

- A.** Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its constituents. Two criteria for determining historical value are inherent interest and extraordinary documentation:
- Inherent interest is created by non-routine events, by the involvement of famous parties, and by compelling contexts. For instance, foreclosure proceedings from the 1930s have high historical value because they date from the era of the Great Depression.
 - Extraordinary documentation is found in records that shed light on political, public, or social history. For instance, the records from the replevin case that returned the Bill of Rights to North Carolina hold more historical value than most property case files because of the political history intertwined with this case.

SANC has further elaborated selection criteria that help distinguish records with historical value:

- Do they protect the rights and property of residents and organizations?
- Do they have a long-term impact on residents and organizations?
- Do they document the core functions of an agency?
- Do they document high-level decision-making that shapes an agency's policies or initiatives?
- Do they summarize an agency's activities?

Call a Records Management Analyst for further assistance in assessing historical value.

Q. What if I do not have any records?

- A.** Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.
-

Q. I have a lot of unsorted records. What's a good first step for getting a handle on these records?

- A.** We encourage you to create a file plan of what records you have. When you create this plan, you can match each record to its placement on this schedule or on the appropriate retention schedule. A sample file plan is available on page A-22. Having a file plan can help you strategize how to best organize your physical or digital records. A file plan is also useful in disaster planning and scheduling destructions.

Q. May I store our unused records in the basement, attic, shed, etc.?

- A.** Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

Q. Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?

- A.** Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

Q. Aren't all our old records at the State Archives of North Carolina?

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

Q. I found some really old records. What should I do with them?

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

Q. Can I give my old records to the historical society or public library?

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

Q. Whom can I call with questions?

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 250-3103. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 814-6900.

AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION

Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?

A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See Audits: Performance (STANDARD 1: ADMINISTRATIVE AND MANAGEMENT RECORDS) and Audits: Financial (STANDARD 2: BUDGET, FISCAL, AND PAYROLL RECORDS).) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

TRANSITORY RECORDS

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”³

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristics, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the *General Records Schedule: Local Government Agencies*, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from the analyst assigned to your agency.

Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the *General Records Schedule: Local Government Agencies* or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

Q. What about research materials, drafts, and other working papers used to create a final, official record?

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal and external policies

³ Society of American Archivists, *Dictionary of Archives Terminology*.

- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that are already formally documented.

Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at: <https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-signatures>

DESTRUCTION OF PUBLIC RECORDS

Q. When can I destroy records?

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever.
-

Q. How do I destroy records?

- A.** After your agency has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
 - 2) shredded, or torn so as to destroy the record content of the documents or material concerned;
 - 3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
 - 4) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

Without your agency’s approval of this records schedule, no records may legally be destroyed.

Q. How can I destroy records if they are not listed on this schedule?

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a Request for Disposal of Unscheduled Records (page A-20) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

Q. Am I required to tell anyone about the destructions?

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board. See a sample destructions log that follows (and is available online at the State Archives of North Carolina website, <https://archives.ncdcr.gov/government/rm-tools>).



Destructions Log

County/Municipality					
Division		Section		Branch	
Location(s) of Records					

[illegible]

ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

Q. When can I delete my e-mail?

- A.** E-mail is a public record as defined by N.C. Gen. Stat. § 121-5 and § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](#)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

Q. May I print my e-mail to file it?

- A.** We do not recommend printing e-mail for preservation purposes. Important metadata is lost when e-mail is printed.

Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?

- A.** The best practice is to avoid using personal resources, including private e-mail accounts, for public business. N.C. Gen. Stat. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

Q. We have an imaging system. Are we required to keep the paper?

- A.** You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines#digital-imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

Permanent records must have a security preservation copy as defined by State Archives of North Carolina's [Human-Readable Preservation Duplicate Policy](#) (N.C. Gen. Stat. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Natural and Cultural Resources.

The preservation duplicate of permanent records must be either on paper or microfilm.

Non-permanent records may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

Q. Computer storage is cheap. Can I just keep my computer records permanently?

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

Q. What are the guidelines regarding the creation and handling of electronic public records, including text messages and social media?

- A.** There are numerous documents available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/digital-records/digital-records-policies-and-guidelines>). Topics covered include shared storage, cloud computing, e-discovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that e-mail, text messages, and social media should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 3 years (see Leave Records, STANDARD 4: HUMAN RESOURCES RECORDS).

GEOSPATIAL RECORDS

Q. Why should geographic information system (GIS) datasets be retained and preserved?

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

Q. What GIS datasets should be preserved by local governments?

- A.** The following types of geospatial records have been designated as having archival value:
- Parcel data
 - Street centerline data
 - Corporate limits data
 - Extraterritorial jurisdiction data
 - Zoning data, address points
 - Orthophotography (imagery)
 - Utilities
 - Emergency/E-911 themes

For more information, see **STANDARD 3: GEOGRAPHIC INFORMATION SYSTEM (GIS) RECORDS**.

Q. How often should we capture the datasets retained for their legal, fiscal, evidential or historical value?

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.

Q. What data formats, compression formats, and media should be used to preserve the data?

- A.** Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the GICC website at <https://it.nc.gov/about/boards-commissions/gicc>.

Q. *Who should be responsible for creation and long-term storage of archived data?*

- A.** The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to NCOneMap, consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

SECURITY PRESERVATION COPIES OF RECORDS

Q. What is the advantage to having security preservation copies of records stored with the State Archives?

- A.** Having duplicate copies of essential records in a separate location mitigates the risk that you may lose the only physical copy of a given record in a disaster or other records loss event. Maintaining offsite duplicates of records, regardless of format, is a good practice to adopt.

The State Archives creates duplicate copies on microfilm because of the durability of the medium. Silver negative microfilm does not decay for hundreds of years, ensuring that your records maintain their integrity over time.

Q. What records will the State Archives back up for us?

- A.** The State Archives provides security imaging services for minutes of major decision-making boards and commissions. We will also image records of adoptions for Social Services agencies as well as maps and plats from Registers of Deeds offices. Once those records are imaged, they are converted to security microfilm. We will store the silver negative (original) microfilm in our security vault. Contact the Records Management Analyst in charge of imaging coordination for the most current information.
-

Q. How do I start the process of backing up the above listed records?

- A.** We have three processes for creating backup film copies of these records. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Records for Security Preservation Copy** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Secondly, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Contact the Records Management Analyst in charge of imaging coordination to schedule an appointment for your books to be imaged. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

Finally, you can submit these records to the State Archives electronically. Please see our procedures in "[Transfer of Minutes in Digital Formats for Microfilming](#)" or contact the Records Management Analyst in charge of imaging coordination for more information.

Q. In the event of a records loss, how do I obtain copies of the security preservation copies stored at the State Archives?

- A.** Contact the Records Management Analyst in charge of imaging coordination who will help you purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

Q. Can I obtain digital copies of the security preservation records?

- A.** Yes, you can request digital copies of records when you submit them to the State Archives for initial reproduction. Contact the Records Management Analyst in charge of imaging coordination to initiate a request for digital duplicates.

DISASTER ASSISTANCE

Q. What should I do in case of fire or flood?

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6849 for the Head of the Collections Management Branch. If you're in the western part of the state, call our Asheville Office at (828) 250-3103. On nights and weekends, call your local emergency management office.

DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

Q. What help do you give in case of an emergency?

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.

Q. What can I do to prepare for an emergency?

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.

Q. What are essential records?

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records.
 - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as “rights-and-interests” records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

STAFF TRAINING

Q. What types of workshops or training do you offer?

A. We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:

- Managing public records in North Carolina
- Disaster preparedness and recovery
- Confidentiality
- Organizing paper and digital files
- Digital communications

Q. Will you design a workshop especially for our office?

A. Yes, we will. Let a Records Management Analyst know what type of training you need.

Q. Are workshops offered only in Raleigh?

A. No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public. To arrange a workshop, please call the State Records Center at 919-814-6900 or contact a Records Management Analyst (<https://archives.ncdcr.gov/government/local/analysts>).

Q. Is there a fee for workshops?

A. Not at this time.

Q. Are the workshops available in an online format?

A. We can offer a virtual workshop for your agency upon request. For descriptions of available webinars, see <https://archives.ncdcr.gov/government/training/webinars>. You can also find several online tutorials available on the State Archives of North Carolina website (<https://archives.ncdcr.gov/government/training/online-tutorials-and-resources>).



Request for Change in Local Government Records Schedule

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

CHANGE REQUESTED

Specify title and edition of records retention schedule being used: _____

☐ Add a new item

☐ Delete an existing item

☐ Change a retention period

Standard Number _____ Page _____ Item Number _____

Standard Number _____ Page _____ Item Number _____

Title of Records Series in Schedule or Proposed Title:

Inclusive Dates of Records:

Proposed Retention Period:

Description of Records:

Justification for Change:

Requested by:

Signature

Title

Date

Approved by:

Signature

Requestor's Supervisor

Date



Request for Disposal of Unscheduled Records

AGENCY INFORMATION

Requestor name

Location and Agency [e.g., County/Municipality + Department of Social Services]

Phone and email

Mailing Address

In accordance with the provisions of N.C. Gen. Stat. § 121 and § 132, approval is requested for the destruction of records listed below. These records have no further use or value for official administrative, fiscal, historical, or legal purposes.

RECORDS TITLE AND DESCRIPTION	INCLUSIVE DATES	QUANTITY	RELEVANT STATUTORY REGULATIONS	PROPOSED RETENTION PERIOD

Requested by:

Signature Title Date

Approved by:

Signature Requestor's Supervisor Date

Concurred by:

Signature Assistant Records Administrator
State Archives of North Carolina Date



Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records that have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records that have been microfilmed or photocopied or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	Email:	
County/Municipality:	Office:	
Mailing address:		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by: _____
Signature Title Date

Approved by: _____
Signature Requestor's Supervisor Date

Concurred by: _____
Signature Assistant Records Administrator
State Archives of North Carolina Date



File Plan

[illegible]

Related Records Series Found in Local Agency Program Schedules

In some limited cases, records series with similar names and/or functions that are created and maintained by local government entities have not been superseded by the *General Records Schedule: Local Government Agencies*. These records series are described as unique records series in one of the local program retention schedules issued separately by DNCR for use by specific local agencies. This duplication occurs when records with similar names and/or functions have different retention guidance due to statutory, legal, evidentiary, or fiscal requirements. An example of this is the accounts receivable records series. In the *General Records Schedule*, the Accounts Receivable records series has a disposition instruction of “Destroy in office 3 years after collection.” In the *Local Health Departments Schedule*, the Accounts Receivable: Clinical Services records series also includes the disposition instruction, “Destroy records supporting the expenditure of federal funds passed through NC DHHS on a fiscal year basis when the DHHS Office of the Controller provides written guidance that records are released from all audits and other official actions.” In both cases, the records series documents the money received by the local agency, however, the retention requirements for the Accounts Receivable: Clinical Services differ due to specific retention requirements concerning the management and dispersal of grant funds.

The purpose of this table is to provide a source for determining if the general records series item listed in the *General Records Schedule: Local Government Agencies* covers the function and/or retention requirements associated with the records created by your agency or if a specific program schedule applies. This table provides pointers to the relevant records series that can be found in one or more of the local agency program schedules.

Here’s how to use the table:

- The records series found in the left-most column are listed and described in the *General Records Schedule: Local Government Agencies* and appear in this schedule with a @ beside them.

ACCOUNTS RECEIVABLE @

Records concerning receivables owed and collected. Includes billing statements, records of payment received, remittances, subsidiary registers, overpayment or refund records, deposits, fines and fees assessed, and collection of past due accounts. Also includes records concerning accounts sent to NC Debt Setoff Program for collection.

- The middle column lists similar records series from one or more of the schedules that have been issued separately for use by specific local agencies.
- The right-hand column lists the local agency program schedule that includes the records series listed in the middle column. The agencies represented in the right column include, but are not limited to, local health departments, Registers of Deeds, Sheriff’s offices, local social services agencies, and tax offices.

If you need further information, please contact a Records Management Analyst.

Local General Schedule Records Series	Related Records Series	Local Program Schedule
Accounts Receivable	Accounts Receivable: Clinical Services	Local Health Departments Schedule

Local General Schedule Records Series	Related Records Series	Local Program Schedule
Accounts Receivable (cont.)	Accounts Receivable – Client Services	LME Schedule LME-MCO Schedule
Administrative Directives, Regulations, and Rules	State Board of Elections Numbered Memos	County Board of Elections Schedule
Audits: Financial	Clinical Record Audits	Local Health Departments Schedule
	Clinical Record Audits	LME Schedule
	Clinical Record Audits	LME-MCO Schedule
Audits: Performance	Pharmacy Audit Records	Local Health Departments Schedule
Blueprints and Specifications	Blueprints and Specifications Project Records – Core	Local Government Agencies Program Schedule
Community Awards	Student Awards and Honors Records	Local Public School Unit Schedule
Conferences and Workshops	Health Promotion Training Records	Local Health Departments Schedule
Constituent Comments, Complaints, Petitions, and Service Requests	Animal Complaint Records Illegal Dumping File Violations: Building and Housing Violations: Solid Waste Management Complaints (Law Enforcement)	Local Government Agencies Program Schedule
	Complaints	County Sheriff's Office
	Complaints: All Service Areas	County Social Services Agencies Schedule
	Animal Complaints	Local Health Departments Schedule
	Complaints File	LME Schedule
	Complaints File	LME-MCO Schedule
Contracts, Leases, and Agreements	School Health Provider Contracts	Local Health Departments Schedule
	Petroleum Leases Register	Register of Deeds Schedule
Disaster and Emergency Management Plans	Public Health Emergency Preparedness and Response Records	Local Health Departments Schedule
Equipment and Vehicle Maintenance, Repair, and Inspection Records	Equipment and Instrument Maintenance and Repair File	Local Health Departments Schedule
	Autopsy and Surgical Pathology: Instrument Maintenance Records	Public Hospitals Schedule
	Clinical Laboratory Records: Instrument Maintenance Records	
	Cytology Records: Instrument Maintenance Records File	
	Instrument Maintenance File	

Local General Schedule Records Series	Related Records Series	Local Program Schedule
Grants Grants: Financial	CDBG Records CDBG Outstanding Loan Balances CDBG Subject to Reversion of Assets Provisions or Change of Use of Real Property Continuum of Care Records Emergency Solutions Grants Records Home Investment Partnerships Program Records Housing Assistance for Persons with Disabilities Housing Opportunities for Persons with AIDS Records	Local Government Agencies Program Schedule
Indices	Board of Adjustment Case Files and Indexes Conditional Use Permit Records and Index Rezoning Records and Indexes	Local Government Agencies Program Schedule
	Master Client Identification File (Master Client Index)	LME Schedule LME-MCO Schedule
	Master Patient Index	Public Hospital Schedule
	Armed Forces Discharges and Index Chattel Mortgages and Index Corporations (Incorporations) Records and Index Deeds, Record of and Index Deeds of Trust (Mortgages), Record of and Index Highway Right-of-Way Maps and Index Land Sold for Taxes and Index Merchant Returns and Index Mineral Rights Records and Index Notaries Public Records and Index Official Record Book and Index Partnerships and Assumed Names Records and Index Plats, Maps, and Index Registration of Titles (Torrens Act) and Index Surveys, Record of and Index Timber Marks and Index Vital Records: Births and Index Vital Records: Deaths and Index Vital Records: Delayed Births and Index	Register of Deeds Schedule
Inventories	Drug Inventories	Local Health Departments Schedule

Local General Schedule Records Series	Related Records Series	Local Program Schedule
Inventories (cont.)	Drugs Inventories	Public Hospitals Schedule
Maps: All Other	Utilities: Maps (Utility Installations & Distributions)	Local Government Agencies Program Schedule
	Plats, Maps, and Index	Register of Deeds Schedule
	Maps (Utility Installations and Distributions)	Water and Sewer Authorities and Sanitary Districts Schedule
Policies and Procedures	Clinical Policies and Procedures Laboratory Procedures Manual Behavioral Health Program Policy and Procedure Records	Local Health Departments Schedule
	Laboratory Procedures/Protocol File	Public Hospitals Schedule
Poll List/Registration List/Roster/Authorization to Vote (ATV)	Poll List/Registration List/Roster/Authorization to Vote (ATV)	County Board of Elections Schedule
Projects	Appraisal Project File Project Records – Cancelled Project Records – Core Project Records – Engineering & Compliance	Local Government Agencies Program Schedule
	State Board of Elections Correspondence and Reports	County Board of Elections Schedule
	Water and Wastewater System Project Records	Waste and Sewer Authorities and Sanitary Districts Schedule
Publicity Records	Student Publicity Records	Local Public School Unit Schedule
Rate and Fee Schedules	Fee Schedules	Local Health Departments Schedule
	Fee Schedules	LME Schedule
	Fee Schedules	LME-MCO Schedule
Recordings: Customer Call Center Recordings Audio-Visual Recordings	Traffic Video Recordings and Data Law Enforcement Audio and Video Recordings Communication Records Electronic Recordings of Interrogations	Local Government Agencies Program Schedule
	Audio and Video Recordings Communication Records Electronic Recordings of Interrogations (Juvenile and Homicide)	County Sheriff's Office

Local General Schedule Records Series	Related Records Series	Local Program Schedule
Reports and Studies	Land Development and Planning Studies and Reports Ambulance Call Reports/Patient Care Reports North Carolina Fire Incident Report Pool Records Environmental: Customer Usage Records Environmental: Discharge Monitoring Reports Environmental: Landfill Monitoring Reports Environmental: Reports Submitted to U.S. Environmental Protection Agency Utilities: Daily Water and Wastewater Facility Operators Logs Utilities: Service Interruption Records Utilities: Wastewater Maintenance Operation Reports Water Quality: Pretreatment Program Records Water Quality: Public Water Sanitary Survey Records Appraisal Reports Traffic Analysis Project Records – Core Project Records – Engineering & Compliance Alarm Call Reports Arrest Reports Chemical Analysis Records Crime Analysis Records Detention Facility Incident Reports Detention Facility Physical Force Records Incident Response Reports Inmate Death Reports Laboratory Case Records Multiple Firearms Sales Reports Multiple Firearms Sales Reports Destruction Records Traffic Accident Reports	Local Government Agencies Program Schedule
(continued on following page)		

Local General Schedule Records Series	Related Records Series	Local Program Schedule
Reports and Studies (cont.)	Daily Store Reports Monthly Law Enforcement Activity Reports Monthly Operating Report to Board Receiving Report Sales Reports Stock Difference Reports Weekly Warehouse Reports	Alcoholic Beverage Control Boards Schedule
	Campaign Contribution and Expenditure Reports Ballot Reports State Board of Elections Correspondence and Reports Voter Registration Lists and Reports	County Board of Elections Schedule
	Alarm Call Reports Arrest Reports Detention Facility Incident Reports DWI Reports Incident Response Reports Inmate Death Reports Traffic Accident Reports	County Sheriff's Office
	Program Time and Activity Reports Medicare Disbursement Reports Communicable Disease Reports Test Reports Adverse Drug Reaction Reports Intravenous Hood Performance Reports Medication Storage Inspection Reports	Local Health Departments Schedule
	Medicare Disbursement Reports	LME Schedule LME-MCO Schedule
	Admission/Discharge/Transfer Reports Communicable Disease Reports Call-In Reports Adverse Drug Reaction Reports Intravenous Hood Performance Reports Medication Storage Inspection Reports	Public Hospitals Schedule
(continued on following page)		

Local General Schedule Records Series	Related Records Series	Local Program Schedule
Reports and Studies (cont.)	Certified Facility Operators Logs and Reports Discharge Monitoring Reports Periodic Inspection Reports of Industrial Facilities Wastewater Maintenance Operation Reports	Waste and Sewer Authorities and Sanitary Districts Schedule
Strategic Plan	Land Development and Planning Studies and Reports Parks Planning File Comprehensive Plan and Amendments Environmental: Comprehensive Solid Waste Management Plan and Amendments Planning File (Street Maintenance)	Local Government Agencies Program Schedule

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Cumberland County

Section I – Board Approved Policies

Subsection 9: General / Miscellaneous

Policy No. 9-2: Internal Policy for Setting Minimum Retention Periods for Records with the Disposition Instruction “*Destroy When Administrative/Reference Value Ends*”

1.0 PURPOSE

The purpose of this policy is to comply with the provisions of the General Records Schedule for Local Government Agencies and all Program Records Schedules approved by the State Archivist and the Secretary of the Department of Natural and Cultural Resources and adopted by the Cumberland County Board of Commissioners.

2.0 SCOPE

Local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research and reference value. These certain records series have been designated by retention periods that allow these records to be destroyed when “*administrative/reference value ends.*” This policy provides for the establishment of minimum retention periods so these certain records series may be destroyed as authorized of the Department of Natural and Cultural Resources.

3.0 STATEMENT

Administrative/reference value is defined by the Department of Natural and Cultural Resources as, “the usefulness of records to support ancillary operations and the routine management of an organization.” Items containing “*administrative/reference value*” in the disposition instructions are generally those records that hold limited value and are seen as transitory that have little or no documentary or evidential value and that need not be set aside for future use.

Minimum retention periods for records that the Department of Natural and Cultural Resources has scheduled with the instruction “*destroy when administrative/reference value ends*” will be set out in the disposition instructions for the General Records Schedule for Local Government Agencies and all Program Records Schedules prepared for adoption by the Cumberland County Board of Commissioners.

4.0 IMPLEMENTATION

The custodian of records with the disposition instruction “*destroy when administrative/reference value ends*” will be responsible for the implementation of this policy.

(Agenda Session 5-9-19; Adopted 5-20-19)

<END>

Cumberland County

Section I – Board Approved Policies

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4.0 IMPLEMENTATION

The custodian of records with the disposition instruction “*destroy when administrative/reference value ends*” will be responsible for the implementation of this policy.

Adopted 04-01-2024)

<END>



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, INTERIM FINANCE DIRECTOR

DATE: 3/21/2024

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

There is a period of time after a fiscal year ends on June 30th during which transactions from the previous fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods that were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required prior to payment. The following departmental invoices meet those criteria:

Department	Vendor	Invoice Date/Services Rendered	Amount
Community Development	Cumberland Interfaith Hospitality Network	December 2022 through June 2023	\$21,952.00
Community Development Total			\$21,952.00
Human Resources	Wolfe, Inc.	June 2023	\$162.00
Human Resources Total			\$162.00
Solid Waste	James River Equipment	April, May, June 2023	\$37,994.30
Solid Waste	Red Wing Shoes	July 7, 2021	\$296.30
Solid Waste Total			\$38,290.60

RECOMMENDATION / PROPOSED ACTION

Management requests approval to pay prior year invoices for Community Development totaling \$21,952.00, Human Resources totaling \$162.00 and Solid Waste totaling \$38,290.60.

ATTACHMENTS:


Description	Type
Prior Year Invoice - Community Development	Backup Material
Prior Year Invoice - Human Resources	Backup Material
Prior Year Invoice - Solid Waste	Backup Material
Prior Year Invoice - Solid Waste	Backup Material



Community Development

TO: Brian Haney, Interim Finance Director

THRU: Heather Skeens, Assistant County Manager

FROM: Dee Taylor, Director of Community Development Department 

DATE: March 7, 2024

SUBJ: Request to Pay Prior Year (FY 23) Invoices

Community Development is requesting approval of the following invoices:

Vendor/Number: **Cumberland Interfaith Hospitality Network / 3168**

Purchase Order	Service Dates	Date Received	Amount
PO 24000841	12/1/2022 – 12/31/2022	1/30/2024	\$3,136.00
PO 24000841	1/1/2023 – 1/31/2023	1/30/2024	\$3,136.00
PO 24000841	2/1/2023 – 2/28/2023	1/30/2024	\$3,136.00
PO 24000841	3/1/2023 – 3/31/2023	1/30/2024	\$3,136.00
PO 24000841	4/1/2023 – 4/30/2023	1/30/2024	\$3,136.00
PO 24000841	5/1/2023 – 5/31/2023	1/30/2024	\$3,136.00
PO 24000841	6/1/2023 – 6/30/2023	1/30/2024	\$3,136.00
Total			\$21,952.00

The invoices were submitted after the deadline to pay Fiscal Year 2023 invoices. We have confirmed that the services presented in these invoices are eligible expenses in accordance with the federal program guidelines. We have verified that none of these invoices have been previously paid.

Community Development has a good monitoring system in place and puts forth great effort to prevent untimely receipt of invoices. We informed our vendors of the deadline to submit their invoices. However, there are rare instances when we may still receive delayed invoices.


Attachment



Human Resources

MEMORANDUM

TO: Brian Haney, Interim Finance Director

FROM: Dominique Hall, Human Resources Director 

DATE: February 21, 2024

SUBJECT: Request to Pay Prior Year (FY 23) Invoice

Please approve payment for six (6) background screening packages on the attached prior year invoice which was not processed prior to the deadline to pay Fiscal Year 2023 invoices.

The following screenings have been verified:

- 6/23/2023, File #466036, \$27.00
- 6/30/2023, File #467290, \$27.00
- 6/30/2023, File #467346, \$27.00
- 6/30/2023, File #467374, \$27.00
- 6/30/2023, File #467375, \$27.00
- 6/30/2023, File #467377, \$27.00

Verification Statement: The attached invoice has been verified and the charges for 6/23/2023 – 6/30/2023 are not duplicates and have not been previously paid.

Measure of prevention: We have strengthened additional tracking on contract dates and review of invoice across fiscal years.

The cost of the invoices can be absorbed in this year's budget (1014111-533301)

	27.000+
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006	
	162.000*



Solid Waste Management

MEMORANDUM

TO: BRIAN HANEY, INTERIM FINANCE DIRECTOR

FROM: AMANDA L. BADER, GENERAL MANAGER NATURAL RESOURCES

DATE: FEBRUARY 14, 2024

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY23) INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2023 invoices.

Validation: We have validated service delivery for the invoices attached.

- JAMES RIVER – The designated project using the DOPPSTADT SM720 required the usage of the rental equipment with an uncertain return date to ensure the project completion. We did not receive the invoices until January 2024. Following Invoices have been received with a request for payment:

- Invoice # R01492 – 5/17/2023 - \$4,000.00
- Invoice # R01491 – 5/17/2023 - \$4,000.00
- Invoice # R01468 – 4/18/2023 - \$4,815.00
- Invoice # R01469 – 4/18/2023 - \$4,815.00
- Invoice # R01488 – 5/15/2023 - \$4,815.00
- Invoice # R01489 – 5/15/2023 - \$4,815.00
- Invoice # R01510 – 6/12/2023 - \$4,815.00
- Invoice # R01511 – 6/12/2023 - \$4,815.00
- Invoice # W00264 – 6/12/2023 - \$1,104.30

Verification Statement: We have verified the invoices attached are not duplicates and have not been previously paid. (ATTACHED)

Measure of prevention: We will strive to identify incidental and relevant charges earlier in the payment approval process.

The cost of the invoices can be absorbed in this year's budget:

Vendor	Budget Org – Obj	Amount
James River Equipment	6254607-533802	\$36,890.00
James River Equipment	6254607-533404	\$1,104.30



Solid Waste Management

MEMORANDUM

TO: BRIAN HANEY, ASSISTANT COUNTY MANAGER

FROM: AMANDA L. BADER, GENERAL MANAGER NATURAL RESOURCES

A handwritten signature in blue ink, appearing to read "Amanda L. Bader", is written over the "FROM:" line.

DATE: FEBRUARY 29, 2024

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY23) INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2023 invoices.

Validation: We have validated service delivery for the invoices attached.

- RED WING SHOES – In the month of June 2021, three Solid Waste Employees received their annual safety boots. The Solid Waste Administration received Invoice 0232708 on 02/21/2024 with the request for payment.

Verification Statement: We have verified the invoices attached are not duplicates and have not been previously paid. (ATTACHED)

Measure of prevention: We have strengthened additional tracking measures to easier identify when recurring vendor invoices have not been submitted.

The cost of the invoices can be absorbed in this year's budget:

Vendor	Budget Org – Obj	Amount
Red Wing Shoes	6254608 – 533671	\$196.30
Red Wing Shoes	6254611 – 533671	\$100.00



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 2/7/2024

**SUBJECT: APPROVAL OF PROCLAMATION HONORING COMEDIAN KEVIN
HART**

BACKGROUND

A request was received for a proclamation to honor comedian Kevin Hart during his performance in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of proclamation.

ATTACHMENTS:

Description

Kevin Hart Proclamation

Type

Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

roclamation

WHEREAS, Kevin Hart is an American comedian and actor from Philadelphia, Pennsylvania; and

WHEREAS, Kevin Hart had his first stand up performance at the Laff House in Philadelphia and began his comedy tours in 2009. His first big breakthrough came when he was cast in the TV Series Undeclared; and

WHEREAS, he has gone to perform comedy tours, television shows and specials, and star in multiple movies; and

WHEREAS, in 2017 Kevin Hart founded Laugh Out Loud, a global media and production company that provided opportunities for top comedic talent of all ethnicities worldwide. In 2018 Kevin Hart produced his first film under his production company HartBeat Productions and in 2022 Laugh Out Loud and HartBeat Productions merged to to create HartBeat; and

WHEREAS, Kevin Hart has hosted various ceremonies, award shows and television shows to include the BET Awards, MTV Video Awards, Saturday Night Live and the Muscular Dystrophy Telethon; and

WHEREAS, Kevin Hart has appeared in fashion campaigns for Macy's, signed with Motown Records to release soundtracks and debuted a vegan restaurant. In 2015, Time magazine named Kevin Hart one of the 100 Most Influential People in the World; and

WHEREAS, Kevin Hart's comedic reputation has continued to grow as he has entertained the world with his own personal style of comedy.

NOW, THEREFORE, BE IT PROCLAIMED, that the Cumberland County Board of Commissioners does hereby proclaim the 6th day of April in the year 2024 to be in honor of Kevin Hart.

Adopted this 1st day of April 2024.

*Glenn B. Adams, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/13/2024

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 2024 AS
CHILD ABUSE PREVENTION AND AWARENESS MONTH**

BACKGROUND

A request was received for a proclamation recognizing April 2024 as Child Abuse Prevention and Awareness Month in Cumberland County and for the proclamation to be presented at the April 1, 2024 Board of Commissioners Meeting.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation and present proclamation at the April 1, 2024 Regular Meeting.

ATTACHMENTS:

Description	Type
Child Abuse Prevention and Awareness Month Proclamation	Backup Material

Proclamation

April 2024 Child Abuse Prevention and Awareness Month

Whereas, based on national best practice and research, The Child Advocacy Center (CAC) was founded in 1993 by a group of concerned local professionals seeking to coordinate services to child abuse victims and their families; and

Whereas, the primary goal of the CAC is to alleviate the trauma children experience once a disclosure of sexual abuse or serious physical abuse occurs; and

Whereas, the CAC provides a safe and child-friendly environment where professionals from 19 community agencies come together to interview, investigate and provide support for abused children and their families; and

Whereas, the CAC reduces the number of interviews for child victims of abuse by providing specially trained professionals to conduct forensic interviews in a centralized location; and

Whereas, the CAC provides continuing education to professionals who serve child abuse victims and child abuse prevention and awareness programs to the entire community; and

Whereas, the CAC coordinates Multidisciplinary Team case reviews where professionals from multiple agencies come together to plan the best course of legal and supportive action for the child abuse victim; and

Whereas, national research has determined that this type of coordinated approach can help alleviate trauma for children, increase the prosecution rate of perpetrators, and be fiscally beneficial to the community.

Now, Therefore, We, the Cumberland County Board of Commissioners, on behalf of the citizens of Cumberland County, do hereby proclaim April 2024 as **Child Abuse Prevention and Awareness Month** in Cumberland County, N.C. and recognize the Child Advocacy Center and the work of its community partners in creating a safer community for all and protecting our community's children.

Adopted this 1st day of April 2024.

Glenn B. Adams, Chairman
Cumberland County Board of Commissioners



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/21/2024

**SUBJECT: APPROVAL OF PROCLAMATION PROCLAIMING APRIL 1-5, 2024 AS
COMMUNITY DEVELOPMENT WEEK**

BACKGROUND

This year marks the 50th anniversary of the Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME), which is celebrated nationally. Communities across America will be celebrating Community Development Week to highlight the importance of the U.S. Department of Housing and Urban Development's (HUD) CDBG and HOME programs and how these programs have provided strong, resilient, and vibrant communities across America.

In order to commemorate the 50th anniversary and the impact that the CDBG and HOME programs have had on Cumberland County, it is requested that the Board of Commissioners proclaim April 1-5, 2024, as Community Development Week in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation commemorating the 50th anniversary of the CDBG program and proclaiming April 1-5, 2024 as Community Development Week.

ATTACHMENTS:

Description

CDBG Proclamation

Type

Backup Material

Proclamation

WHEREAS, the U.S. Department of Housing and Urban Development implemented the Community Development Block Grant (CDBG) Program in 1974 for the purpose of providing local governments with the financial resources to assist low- and moderate-income persons; and

WHEREAS, Cumberland County has received over \$39 million in CDBG funds and over \$17 million in HOME funds since 1995. These funds are used to implement programs and projects associated with affordable housing, public services, public facilities and infrastructure, homelessness, and economic development to improve the physical, economic, and social conditions for low-to-moderate-income individuals and families in Cumberland County. Additional funding has been provided through these programs to specifically address the COVID-19 pandemic by providing housing, supportive services and shelter to households experiencing or at risk of homelessness; and

WHEREAS, the Community Development Block Grant fosters a strong network among local governments, residents, business, and non-profit organizations working to meet the needs of Cumberland County residents; and

WHEREAS, Cumberland County Community Development and the CDBG Program have made a significant impact on the community through various projects to include the rehab of homes and the upcoming Homeless Support Center; and

WHEREAS, 2024 marks the 50th anniversary of the Community Development Block Grant Program. The CDBG Program has been an important resource for the community and allowed Cumberland County to devise programs and activities to address infrastructure, affordable housing and community and economic development needs.

NOW, THEREFORE, We, the Board of Commissioners of Cumberland County, North Carolina, do hereby proclaim April 1 - 5, 2024 as Community Development Week in Cumberland County and encourage all citizens to join us in recognizing the Community Development Block Grant Program and the important role it plays in our community.

Adopted this 1st day of April 2024.

Glenn B. Adams, Chairman
Cumberland County Board of Commissioners



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/27/2024

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING MARCH 30, 2024 AS
DOCTORS' DAY IN CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation recognizing March 30, 2024 as Doctors' Day in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Doctors' Day Proclamation

Type

Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

WHEREAS, licensed physicians throughout Cumberland County are devoted to relieving human suffering through the prevention and treatment of illness and injury; and

WHEREAS, we are grateful for physicians' unwavering sympathy, compassion, and selfless dedication in caring for the sick and injured, ministering to the chronically infirm and educating the well; and

WHEREAS, our community owes a debt of gratitude to our physicians – the men and women of science – for their contributions to advancing the art and science of medicine in the never-ending fight against disease; and

WHEREAS, we commend physicians for their contribution to our community in promoting the highest quality medical care, stringent medical ethics and ongoing advancements in medical procedures, treatment, and prevention; and

WHEREAS, for Doctors' Day, we recognize the highly skilled physicians of Cumberland County and thank each one for their selfless service; and

NOW, THEREFORE, we the Cumberland County Board of Commissioners do hereby declare March 30, 2024 as Doctors' Day in Cumberland County and urge all citizens to express profound gratitude to their physicians and join us in honoring Cumberland County's Healthcare Heroes.

Adopted this 1st day of April 2024.

Glenn B. Adams, Chairman
Cumberland County Board of Commissioners



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/24/2024

**SUBJECT: APPROVAL OF PROCLAMATION DESIGNATING APRIL 1-7, 2024 AS
NATIONAL PUBLIC HEALTH WEEK IN CUMBERLAND COUNTY**

BACKGROUND

National Public Health Week is April 1-7, 2024. The 2024 theme is "Protecting, Connecting, and Thriving: We Are All Public Health" which will include the following daily themes:

Monday: Civic Engagement
Tuesday: Healthy Neighborhoods
Wednesday: Climate Change
Thursday: New Tools and Innovations
Friday: Reproductive and Sexual Health
Saturday: Emergency Preparedness
Sunday: Future of Public Health

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of proclamation declaring April 1-7, 2024 as National Public Health Week.

ATTACHMENTS:

Description	Type
2024 National Public Health Week Proclamation	Backup Material



National Public Health Week 2024

Supporting the goals and ideals of National Public Health Week.

WHEREAS, the week of April 1-7, 2024, is National Public Health Week; and

WHEREAS, the theme for National Public Health Week in 2024 is “Protecting, Connecting and Thriving: We Are All Public Health”; and

WHEREAS, the goal of National Public Health Week in 2024 is to recognize the contributions of public health in—

1. Improving the health of the people of the United States; and
2. Achieving health equity; and

WHEREAS, from 2019 to 2021, the life expectancy at birth for the population of the United States declined by 2.7 years, which is the biggest two-year decline in life expectancy since 1921-1923; and

WHEREAS, many of the leading causes of death for individuals in the United States result from chronic conditions, which are among the most common, costly, and preventable of all health challenges; and

WHEREAS, racial and ethnic minority populations in the United States continue to experience disparities in the burden of illness and death, as compared with the entire population of the United States; and

WHEREAS, significant progress has been made in reducing the infant mortality rate in the United States to a historic low of 5.4 infant deaths per 1,000 live births in 2021, there are still stark disparities in infant mortality by race and ethnicity, geography and income, such as the fact that Black infants experience infant mortality at a rate twice that of white infants; and

WHEREAS, women die from pregnancy-related complications in the United States at a higher rate than in many other developed countries, with the rate of maternal mortality being 17.6 deaths per 100,000 live births in 2019; and

WHEREAS, an estimated 60 percent of maternal deaths in the United States are preventable; and

WHEREAS, there were an estimated 107,622 drug overdose deaths in 2021, an increase of nearly 15 percent from 2020; and

WHEREAS, the percentage of adults in the United States who smoke cigarettes has decreased from 20.9 percent of the population in 2005 to 11.5 percent of the population in 2021; and

WHEREAS, vaccination is one of the most significant public health achievements in history and has resulted in substantial decreases in the number of cases, hospitalizations, and deaths associated with vaccine-preventable diseases; and

WHEREAS, public health professionals help communities prevent, prepare for, mitigate, and recover from the impact of a full range of health threats; and

WHEREAS, public health professionals collaborate with partners outside of the health sector, recognizing that other sectors can influence health outcomes; and

WHEREAS, in communities across the United States, individuals are changing the way they care for their health by avoiding tobacco use, eating healthier, increasing physical activity, and preventing unintentional injuries at home and in the workplace; and

WHEREAS, efforts to adequately support public health and the prevention of disease and injury can continue to transform a health system focused on treating illness into a health system focused on preventing disease and injury and promoting wellness.

NOW THEREFORE, we, the Cumberland County Board of Commissioners, do hereby proclaim April 1-7, 2024, as National Public Health Week in Cumberland County and call upon all citizens to honor and support the public health profession.

Adopted this 1st day of April 2024.

Glenn B. Adams, Chairman
Cumberland County Board of Commissioners



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 3/24/2024

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 14-20, 2024 AS
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

BACKGROUND

Every year during the month of April, the telecommunications personnel in the public safety community are honored. This week-long event, initially set up in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California, is a time to celebrate and thank those who dedicate their lives to serving the public. It is a week that should be set aside so everyone can be made aware of their hard work and dedication. This week also coincides with the recognition of National 9-1-1 Education Month.

RECOMMENDATION / PROPOSED ACTION

Cumberland County Emergency Services respectfully request the approval of a proclamation recognizing April 14-20, 2024 as National Public Safety Telecommunicators Week.

ATTACHMENTS:

Description

Telecommunicators Week Proclamation

Type

Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

*National Public Safety Telecommunicator's Week
April 14-20, 2024*

WHEREAS, emergencies can occur at anytime that require law enforcement, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement officers, firefighters and medical services personnel is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our law enforcement officers, firefighters and emergency medical workers is dependent upon the quality and accuracy of information obtained from citizens who telephone the Cumberland County Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement officers, firefighters, and emergency medical workers by monitoring their activities by radio, providing them information and ensuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Cumberland County Communications Center have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, dispatchers have exhibited compassion, understanding and professionalism during the performance of their jobs over the past year.

NOW THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners declares the week of April 14-20, 2024 to be "NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK" in Cumberland County in honor of the men and women whose diligence and professionalism keep our County and citizens safe.

Adopted this 1st day of April 2024.

*Glenn B. Adams, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/24/2024

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 2024 AS
FAYETTEVILLE CUMBERLAND REENTRY COUNCIL SECOND
CHANCE MONTH**

BACKGROUND

A request was received for a proclamation recognizing April 2024 as Fayetteville Cumberland Reentry Council Second Chance Month.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Reentry Council Second Chance Month Proclamation

Type

Backup Material

roclamation

WHEREAS, the vast majority of the more than 37,000 people currently serving sentences in North Carolina prisons and jails will transition into communities throughout the state. These formerly incarcerated individuals will become part of a population of more than 1.5 million North Carolinians with criminal records; ***AND***

WHEREAS, helping people with criminal records become productive members of society benefits their families and communities in many ways, including improving safety and preventing and reducing crime; ***AND***

WHEREAS, formerly incarcerated individuals face numerous challenges that include finding work, housing, health care, and transportation, and these challenges may lead to recidivism, health, social, and security concerns; ***AND***

WHEREAS, the North Carolina Department of Public Safety has developed the North Carolina Reentry Action Plan to facilitate a better transition for people from incarceration or community supervision back into society by coordinating existing resources, identifying resource gaps, and advocating on behalf of individuals with criminal records; ***AND***

WHEREAS, in 2017, the North Carolina General Assembly established the State Reentry Council Collaborative to be chaired by the Secretary of the Department of Public Safety. The Council included representation from government, education, faith- and community-based organizations and those formerly incarcerated; ***AND***

WHEREAS, North Carolina's 14 local reentry councils work to decrease the stigma by raising public awareness of the issues and challenges faced by formerly incarcerated individuals; ***AND***

WHEREAS, Jessie Garner serves as the Executive Director of the Fayetteville Cumberland Reentry Council and connects justice-involved individuals with resources and services important to successful reentry.

NOW, THEREFORE, We, the Board of Commissioners of Cumberland County, North Carolina, do hereby recognize April 2024 as Fayetteville Cumberland Reentry Council National Second Chance Month and commend its observance to all citizens.

Adopted the 1st day of April 2024.

Glenn B. Adams Chairman
Cumberland County Board of Commissioners



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/24/2024

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 2024 AS
DIVERSITY MONTH IN CUMBERLAND COUNTY**

BACKGROUND

A request was received for a proclamation recognizing April 2024 as Diversity Month in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

Diversity Month Proclamation

Type

Backup Material

Proclamation

WHEREAS, we recognize that diversity is a strength and that differences in backgrounds, experiences, and perspectives can lead to innovation and creativity in our workplaces, schools, and communities; and

WHEREAS, we acknowledge that equity means providing equal opportunities for all, regardless of race, ethnicity, gender, sexual orientation, religion, disability, or any other characteristic; and

WHEREAS, we understand that inclusion means creating a culture where all individuals feel respected, valued, and supported, and where their voices are heard and their contributions are recognized, and

WHEREAS, we affirm that belonging means fostering a sense of community and connection where individuals feel that they are an integral part of the group and that their unique identities are celebrated and appreciated.

NOW, THEREFORE WE, the Cumberland County Board of Commissioners, do hereby proclaim the month of April 2024 as Diversity Month in Cumberland County, North Carolina and commit to advancing Diversity, Equity, & Inclusion (DEI) in our workplaces, schools, and communities by:

- 1. Celebrating Diversity: We will recognize and appreciate the diversity of our communities and work to create inclusive spaces that celebrate different backgrounds, experiences and perspectives.*
- 2. Promoting Equity: We will work to eliminate systemic barriers that prevent equal opportunities for all individuals and strive to create a more just and equitable society.*
- 3. Fostering Inclusion: We will create a culture where all individuals feel valued, respected, and supported, and where their voices are heard, and their contributions recognized.*
- 4. Educating and Empowering: We will educate ourselves and others on DEI issues and work to empower individuals and communities to take action towards creating a more diverse, equitable, inclusive, and belonging society.*
We call upon all members of our workplaces, schools, and communities to join us in this commitment to DEI and to work towards a better future for all. Let us celebrate diversity, promote equity, foster inclusion, cultivate belonging, and create a more just and equitable society for everyone.

Adopted this 1st day of April 2024.

*Glenn B. Adams, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/24/2024

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 2024 AS
NATIONAL ALCOHOL AWARENESS MONTH**

BACKGROUND

A request was received for a proclamation recognizing April 2024 as National Alcohol Awareness Month.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

National Alcohol Awareness Month Proclamation

Type

Backup Material

Proclamation

WHEREAS, barriers to accessing treatment facilities are a significant problem for people with alcohol or drug use disorders; and

WHEREAS, such barriers include failures to identify affected people and direct them to treatment. Inadequate public and private insurance coverage for treatment services, and shrinking state budgets that limit funding for treatment programs; and

WHEREAS, saluting people who are in recovery from alcohol and drug use disorders, as well as those who have helped them obtain treatment, help overcome barriers by educating the community about the benefits of treatment, and affirming the goal that all people with alcohol and drug use disorders should have access to treatment services; and

WHEREAS, to help achieve this goal, the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, the Office of National Drug Control Policy, and the Cumberland County Sobriety Treatment Court invite all residents of Cumberland County, North Carolina to participate in National Alcohol Awareness Month.

NOW, THEREFORE, We the Cumberland County Board of Commissioners, recognize the seriousness of alcohol and drug use disorders as well as the power of prevention and treatment do hereby proclaim April 2024 as National Alcohol Awareness Month in Cumberland County, North Carolina.

Adopted this 1st day of April 2024.

*Glenn B. Adams, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/24/2024

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 2024 AS
NATIONAL COUNTY GOVERNMENT MONTH**

BACKGROUND

National County Government Month (NCGM), held each April, is an annual celebration of County government. NACo President Mary Jo McGuire's 2024 theme, "Forward Together", highlights the powerful role of county governments as intergovernmental partners that:

- **Connect**, building bridges to advance excellence and networks in government
- **Inspire**, driving community engagement and residents' trust in county government, and
- **Lead**, spearheading local, state, federal and tribal intergovernmental partnerships and common-sense policy solutions.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation recognizing April 2024 as National County Government Month.

ATTACHMENTS:

Description

County Government Month Proclamation

Type

Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

roclamation

WHEREAS, the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe, and vibrant communities; AND

WHEREAS, counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; AND

WHEREAS, Cumberland County and all counties take pride in our responsibility to protect and enhance the health, well-being, and safety of our residents in efficient and cost-effective ways; AND

WHEREAS, under the leadership of National Association of Counties President Mary Jo McGuire, NACo is highlighting the theme of ForwardTogether. The 2024 theme represents connecting, inspiring and leading. – pillars of county government that build trust and drive toward solutions; AND

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs, and services; AND

*WHEREAS, Cumberland County has a diverse and dedicated workforce of more than 2,000 employees who strive every day to provide quality services to our citizens while being fiscally responsible and who serve Cumberland County's citizens and their fellow employees with **PRIDE** – Professionalism, Respect, Integrity with Accountability, Diversity and Excellent Customer Service.*

NOW, THEREFORE, We, the Board of Commissioners of Cumberland County, North Carolina, do hereby proclaim April 2024, to be National County Government Month in Cumberland County and encourage all county officials, employees, schools, and residents to participate in county government celebration activities.

Approved the 1st day of April 2024.

*Glenn B. Adams, Chairman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/24/2024

**SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING APRIL 14-20, 2024 AS
NATIONAL ANIMAL CARE AND CONTROL APPRECIATION WEEK**

BACKGROUND

Request was received for a proclamation recognizing April 14-20, 2024 as National Animal Care & Control Appreciation Week.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description

National Animal Care & Control Appreciation Week Proclamation

Type

Backup Material

Proclamation

WHEREAS, the National Animal Care and Control Association has designated the week of April 14-20, 2024 as National Animal Care and Control Appreciation Week; and

WHEREAS, various federal, state, and local government officials throughout the country take this time to recognize, thank and commend all Animal Services Staff for the dedicated service they provide to the citizens and public safety agencies across the nation; and

WHEREAS, every day, Animal Services Officers and Shelter Staff put themselves in potentially dangerous situations to protect the health and welfare of the public and many types of animals; and

WHEREAS, in 2023 Cumberland County Animal Services staff answered over 55,000 phone calls, responded to over 14,000 requests for field service, safely impounded over 7,000 animals, successfully placed over 5,000 animals in new homes, returned over 600 animals safely to their owners, and daily cared for an average of almost 240 animals in the Animal Services Center; and

WHEREAS, Cumberland County recognizes the Animal Services Staff for the many dedicated hours of service they perform in protecting and caring for the animals and citizens of our community, and for fulfilling Cumberland County Animal Services' commitment to providing the highest and most efficient level of customer service; and

NOW THEREFORE, We, the Board of Commissioners of Cumberland County, does hereby recognize April 14-20, 2024 as National Animal Care and Control Appreciation Week in Cumberland County and encourages all citizens to join us in expressing their sincere appreciation for the service and dedication of our Animal Services employees.

Adopted this 1st day of April 2024.

*Glenn B. Adams, Chairman
Cumberland County Board of Commissioners*



BUDGET AND PERFORMANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 3/26/2024

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENT FOR THE APRIL 1, 2024 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

Workers Compensation Fund 800

1) Workers Compensation - Budget Ordinance Amendment B240894 to recognize additional interest income in the amount of \$66,000

The Board is requested to approve Budget Ordinance Amendment B240894 to recognize additional interest income in the amount of \$66,000. These funds will be used to offset the salaries and benefits due to the classification and compensation study, purchase a laptop computer and other department supplies for the Risk Management division.

Please note this amendment requires no additional county funds.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendment



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 3/26/2024

SUBJECT: AWARD OF THE CONSTRUCTION CONTRACT FOR TEST WELL PROGRAM - GRAY'S CREEK PHASE 1

BACKGROUND

Cumberland County, on behalf of the Gray's Creek Water and Sewer District, solicited formal bids for test wells in Gray's Creek. The contract scope of work includes the construction, aquifer testing, and well water quality testing for three test wells. The County completed a hydrogeological framework that identified this test well corridor as a potential supplemental wellfield for the Gray's Creek Water and Sewer District. The test well program will begin in the supplemental wellfield because of its proximity to the project area identified as Gray's Creek Water and Sewer District Phase 1.

The project was formally bid in accordance with federal requirements because of the use of the County's ARPA funding. Three bids were received. Bill's Well Drilling Company, A.C. Shultes of Carolina, Inc. and FTE Drilling USA, Inc. submitted bids. Errors and inconsistencies were identified in the bid packages. The County Attorney has reviewed these items and determined that the bids were responsive.

The lowest responsive bid was from Bill's Well Drilling Company in the amount of \$319,630. The bidder proposed to self-perform all work.

Funding for the contract will be from the Capital Project Budget Ordinance #241062 for Gray's Creek Water and Sewer District Water Main Extension – Phase 1.

RECOMMENDATION / PROPOSED ACTION

County Management, the General Manager for Natural Resources and the Public Utilities Division recommend approval of the following actions by the Board of Commissioners and the Gray's Creek Water and Sewer District Governing Board:

Accept the bid for the Test Well Program – Gray's Creek Phase 1 project and award a construction contract to Bill's Well Drilling in the amount of \$351,593 inclusive of 10% for contingency purposes.

ATTACHMENTS:

Description	Type
Bid Award Recommendation	Backup Material
Legal Review	Backup Material



March 18, 2024

Amanda L. Bader, PE
Director, Solid Waste Management Department
General Manager for Natural Resources
Cumberland County, NC
698 Ann St
Fayetteville, NC 28301

Dear Ms. Bader:

HDR Engineering, Inc. of the Carolinas (HDR) offers this findings summary from our evaluation of the three bids received for the Test Well Program – Gray's Creek Phase I project. The project was advertised for bids on February 20, 2024. Four contractors attended the mandatory pre-bid meeting on February 29, 2024. Five addenda were issued. Three bids were received on March 13, 2024. Prior to the opening of the bids the following questions were asked:

1. Was anyone denied the right to bid?
2. Are there any objections to proceeding with the bid opening?

The answers were "no" and the bids were opened in alphabetical order and read aloud. Copies of the bid packages are attached. HDR developed the attached Bid Tabulation Summary.

Results

Firm	Subtotal Base Bid Unit Price Items	Subtotal Add Alternate Bid Unit Price Items	Total Bid Price (Base Bid and Add Alternates)
Bill's Well Drilling Co	\$289,880.00	\$29,750.00	\$319,630.00
A.C. Shultes of Carolina, Inc.	\$351,938.00	\$13,375.00	\$365,313.00
FTE Drilling USA Inc	\$1,036,319.65	\$24,000.00	\$1,060,319.65

Bid Tabulation Notes

The following notes are provided on the Bid Tabulation:

1. FTE Drilling USA Inc - Mathematical errors on items No. 13. and BA-02. Errors impact Bid Amount, Subtotal Base Bid Unit Price Items, Subtotal Add Alternate Bid Unit Price Items, and Total Bid Price (Base Bid and Add Alternate). Corrected totals noted in *italics* and underlined.
2. FTE Drilling USA Inc - Outside of bid envelope was not complete per requirements.
3. Bill's Well Drilling Co - Did not provide Authority to do Business in NC. Based on HDR search of North Carolina Secretary of State website, Bill's Well Drilling Co is properly registered.

4. FTE Drilling USA Inc – Does not hold a General Contractor license in the state of North Carolina. Firm is currently in the process of obtaining a North Carolina General Contractors license and commits to having prior to bid award.
5. A. C. Schultes of Carolina, Inc. - Minority participation goal was 15%. Provided zero percent participation.
6. Bill's Well Drilling Co - Minority participation goal was 15%. Provided zero percent participation.

Recommendation

Based on our review of documentation required by the Contract Documents, errors and minor inconsistencies were identified. HDR recommends Cumberland County seek legal advice on the information provided. Specific attention should be given to the FTE Drilling USA Inc bid. The bid from FTE Drilling USA Inc does not appear to be valid for award. The Bid Documents require the Bidder to hold a General Contractors license in the state of North Carolina. FTE Drilling USA Inc states they are in the process of obtaining the General Contractor license and have provided drilling services in North Carolina without it. A determination needs to be made to confirm if the bid from FTE Drilling USA Inc should be considered one of three to meet the minimum requirements of three bids.

If Cumberland County determines the three Bids provided are responsive, then HDR recommends the project be awarded to Bill's Well Drilling Co in the amount of \$319,630.00. Per the Contract Documents the bids remain subject to acceptance for 90 days or until June 11, 2024.

HDR greatly appreciates the opportunity to serve Cumberland County. HDR stands ready to assist Cumberland County with the next steps with the project. Should you have any questions, please reach out.

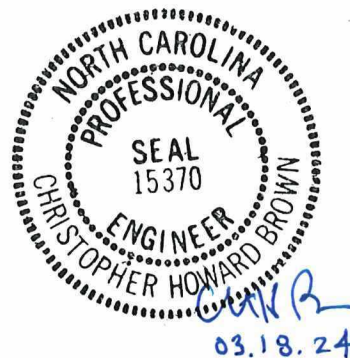
Sincerely,
HDR Engineering, Inc. of the Carolinas



Christopher H. Brown, PE
Senior Vice President

CC: Sally Shutt, Cumberland County
Amy Hall, Cumberland County
Johnny Scott, Cumberland County

Enclosures: Certified Bid Tabulation
Bid Package from Bill's Well Drilling Co
Bid Package from A.C. Shultes of Carolina, Inc.
Bid Package from FTE Drilling USA Inc

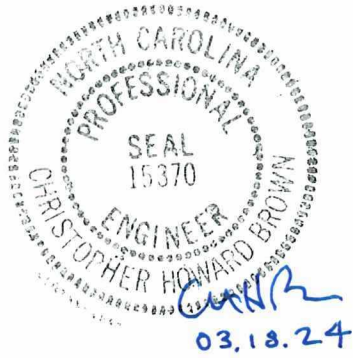




BID TABULATION

CUMBERLAND COUNTY, NORTH CAROLINA
TEST WELL PROGRAM – GRAY’S CREEK PHASE I
HDR PROJECT NO. 10383081

BID OPENING
MARCH 13, 2024
2:00 P.M.



Item No.	Description	Unit	Estimated Quantity	A.C. Schultes of Carolina		Bill's Well Drilling Co		FTE Drilling USA Inc	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
Base Bid Items									
1	Mobilization and Demobilization	EA	1	\$15,343.00	\$15,343.00	\$10,000.00	\$10,000.00	\$113,500.00	\$113,500.00
2	Site Work and Restoration TW1	EA	1	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$75,000.00	\$75,000.00
3	Site Work and Restoration TW2	EA	1	\$35,500.00	\$35,500.00	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00
4	Site Work and Restoration TW3	EA	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$75,000.00	\$75,000.00
5	16-inch Outer Casing	FT	240	\$275.00	\$66,000.00	\$250.00	\$60,000.00	\$1,011.25	\$242,700.00
6	Bore Hole	FT	540	\$93.00	\$50,220.00	\$55.00	\$29,700.00	\$291.11	\$157,199.40
7	Test Well Geophysical Logs	EA	3	\$3,000.00	\$9,000.00	\$1,500.00	\$4,500.00	\$15,000.00	\$45,000.00
8	6.9-inch Well	FT	300	\$45.00	\$13,500.00	\$40.00	\$12,000.00	\$242.20	\$72,660.00
9	4-inch Well Screen	FT	225	\$86.00	\$19,350.00	\$100.00	\$22,500.00	\$244.89	\$55,100.25
10	Well Development	EA	3	\$17,550.00	\$52,650.00	\$5,000.00	\$15,000.00	\$10,000.00	\$30,000.00
11	Aquifer Testing	EA	3	\$13,225.00	\$39,675.00	\$15,000.00	\$45,000.00	\$20,200.00	\$60,600.00
12	Testing for Well Water Quality	EA	3	\$8,800.00	\$26,400.00	\$11,160.00	\$33,480.00	\$1,500.00	\$4,500.00
13	Test Well Protection	EA	2	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$8,280.00	<u>\$16,560.00</u>
14	Well Abandonment	FT	180	\$35.00	\$6,300.00	\$15.00	\$2,700.00	\$75.00	\$13,500.00
Subtotal Base Bid Unit Price Items:				\$351,938.00		\$289,880.00		<u>\$1,036,319.65</u>	
Add Alternate Items									
BA-01	Test Well 3 (TW3) Driveway	EA	1	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
BA-02	Substitute Screen (30-slot PVC VEE-WIRE in lieu of SS)	FT	225	\$35.00	\$7,875.00	\$110.00	\$24,750.00	\$40.00	<u>\$9,000.00</u>
Subtotal Add Alternate Bid Unit Price Items:				\$13,375.00		\$29,750.00		<u>\$24,000.00</u>	
Total Bid Price (Base Bid and Add Alternates)				\$365,313.00		\$319,630.00		<u>\$1,060,319.65</u>	
Bidding Document Requirements									
Attended Pre-Bid Conference				Yes, attended		Yes, attended		Yes, attended	
Bid Bond				Yes, provided		Yes, provided		Yes, provided	
List of Subs				Yes, provided		Yes, provided		Yes, provided	
List of Suppliers				Yes, provided		Yes, provided		Yes, provided	
Authority to do Business in NC				Yes		Yes, but not provided with bid.		Yes	
Contractor License				Yes, 29599		Yes, 48474		No	
Qualifications Statement				Yes, provided		Yes, provided		Yes, provided	
Identification of Minority Business Participation				Yes, Addivadit B provided. Zero percent participation.		Yes, Addivadit B provided. Zero percent participation.		Yes, Addivadit A provided.	
Minority Participation Percentage				Zero		Zero		\$225,000	
Acknowledged Receipt of 5 Addenda				Yes, each of the five addenda acknowledged.		Yes, each of the five addenda acknowledged.		Yes, each of the five addenda acknowledged.	
Executed Bidder's Certifications				Yes, provided		Yes, provided		Yes, provided	

Notes:

1. FTE Drilling USA Inc - Mathmatical errors on Items No. 13. and BA-02. Errors impact Bid Amount, Subtotal Base Bid Unit Price Items, Subtotal Add Alternate Bid Unit Price Items, and Total Bid Price (Base Bid and Add Alternate). Corrected totals noted in *italics* and underlined.

2. FTE Drilling USA Inc - Outside of bid envelope was not complete per requirements.

3. Bill's Well Drilling Co - Did not provide Authority to do Business in NC. Based on HDR search of North Carolina Secretary of State website, Bill's Well Drilling Co is properly registered.

4. FTE Drilling USA Inc - Noted firm is currently in the process of obtaining a North Carolina General Contractors license and commits to having prior to bid award.

5. A. C. Schultes of Carolina, Inc. - Minority participation goal was 15%. Provided zero percent participation.

6. Bill's Well Drilling Co - Minority participation goal was 15%. Provided zero percent participation.

A.C. Schultes of Carolina, Inc.
354 Sawdust Rd
Rocky Point, NC 28457
Phone: 910-285-7465
Fax: 910-285-6501

Cumberland County
130 Gillespie Street
Room 214
Fayetteville, NC 28301

**TEST WELL PROGRAM –
GRAY'S CREEK PHASE I
DATE: 3/13/2024 TIME: 2:00 PM
NC LICENSE NO: 48474**

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Cumberland County, NC
130 Gillespie St.
Room 214
Fayetteville, NC 28301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Identification of Minority Business Participation.

ARTICLE 3—BASIS OF BID

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

1. Unit Price (Base Bid and Add Alternates)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Base Bid Items					
1	Mobilization and Demobilization	EA	1	\$15,343	\$ 15,343
2	Site Work and Restoration TW1	EA	1	\$7,500	\$ 7,500
3	Site Work and Restoration TW2	EA	1	\$35,500	\$ 35,500
4	Site Work and Restoration TW3	EA	1	\$7,500	\$ 7,500
5	16-inch Outer Casing	FT	240	\$275	\$ 66,000
6	Bore Hole	FT	540	\$93	\$ 50,220
7	Test Well Geophysical Logs	EA	3	\$3,000	\$ 9,000
8	6.9-inch Well	FT	300	\$45	\$ 13,500
9	4-inch Well Screen	FT	225	\$86	\$ 19,350
10	Well Development	EA	3	\$17,550	\$ 52,650
11	Aquifer Testing	EA	3	\$13,225	\$ 39,675
12	Testing for Well Water Quality	EA	3	\$8,800	\$ 26,400
13	Test Well Protection	EA	2	\$1,500	\$ 3,000
14	Well Abandonment	FT	180	\$35	\$ 6,300
Subtotal Base Bid Unit Price Items:					\$ 351,938
Add Alternate Items					
BA-01	Test Well 3 (TW3) Driveway	EA	1	\$5,500	\$ 5,500
BA-02	Substitute Screen (30-slot PVC VEE-WIRE in lieu of SS)	FT	225	\$35	\$ 7,875
Subtotal Add Alternate Bid Unit Price Items:					\$ 13,375

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Base Bid and Alternates)

Total Bid Price (Base Bid and Add Alternates)	\$ 365,313
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ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	2/23/24
2	3/1/24
3	3/5/24

4 - 3/6/24 5-3/8/24

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

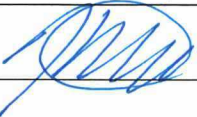
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

A.C. Schultes of Carolina, Inc.

(typed or printed name of organization)

By: 
(individual's signature)

Name: Kyle Jefferys
(typed or printed)

Title: Vice President
(typed or printed)

Date: 3/13/24
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: William Jefferys
(typed or printed)

Title: President
(typed or printed)

Date: 3/13/24
(typed or printed)

Bidder's Address for giving notices:

354 Sawdust Road

Rocky Point, NC 28457

Bidder's Contact Person:

Name: Jeovany Gutierrez-Bautista
(typed or printed)

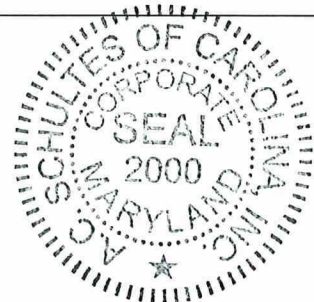
Title: Project / Production Manager
(typed or printed)

Phone: 910-285-7465

Email: jeovany@acschultesnc.com

Address: 354 Sawdust Road
Rocky Point, NC 28457

Bidder's Contractor License No.: (if applicable) 48474



BID BOND (PENAL SUM FORM)

Bidder Name: A.C. Schultes of Carolina, Inc. Address 354 Sawdust Road Rocky Point, NC 28457	Surety Name: Western Surety Company Address 151 N. Franklin Street Chicago, IL 60606
Owner Name: Cumberland County, NC Address (principal place of business): 130 Gillespie Street Room 214 Fayetteville, North Carolina 28301	Bid Project (name and location): Test Well Program – Gray's Creek Phase I, Cumberland County, NC Bid Due Date: March 11, 2024
Bond Penal Sum: Five Percent (5%) of Total Bid Amount Date of Bond: Mach 11, 2024]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder A.C. Schultes of Carolina, Inc. _____ (Full formal name of Bidder)	Surety Western Surety Company _____ (Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: <u>Kyle Jefferys</u> (Printed or typed)	Name: Daniel P. Dunigan (Printed or typed)
Title: <u>Vice President</u>	Title: Attorney in Fact
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: <u>Constance Argenplos</u> (Printed or typed)	Name: Theresa Bassett (Printed or typed)
Title: <u>Admin Assistant</u>	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as *if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.*
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel P Dunigan, Brian C Block, Joseph W Kolok Jr, James L Hahn, Kelly G Hennessy, Individually

of Berwyn, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of January, 2024.



WESTERN SURETY COMPANY

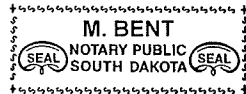
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

LIST OF PROPOSED SUPPLIERS

I, A.C. Schultes of Carolina, Inc.

(Name of Bidder)

do hereby certify that on this project, we propose to use the following vendors or suppliers.

Firm Name, Address and Phone #	Work type
Johnson Screens, Inc. 800-833-9473	Screens
1950 Old Hwy 8 NW New Brighton, MN 55112	
Southern Products 910-281-3189	Gravel
PO Drawer 189 Hoffman, NC 28347	
Drillers Service 910-799-1128	Well Casing
4520 Technology Drive Wilmington, NC 28405	

LIST OF PROPOSED SUBCONTRACTORS

I, A.C. Schultes of Carolina, Inc.
(Name of Bidder)

do hereby certify that on this project, we propose to use the following subcontractors or providers of professional services.

Firm Name, Address and Phone #	Work type
NONE - Self Perform	

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	A.C. Schultes of Carolina, Inc.		
Corporate Office 354 Sawdust Road, Rocky Point, NC 28457			
Name:	Kyle Jefferys	Phone number:	910-285-7465
Title:	Vice President	Email address:	kyle@acschultesnc.com
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	February 2000	State in which Business was formed:	NC
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	William Jefferys	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Kyle Jefferys	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Jeffrey DeMatte	Title:	Secretary / Treasurer
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	General Contracting		
Licensing Agency:	North Carolina - Licensing Board for General Contractors		
License No:	48474	Expiration Date:	12/31/2024
Name of License:	General Contractor		
Licensing Agency:	South Carolina Dept of Labor, Licensing and Regulation		
License No:	CLG.111937	Expiration Date:	10/31/2024

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization.

Name of Business's Safety Officer:		Jeovany Gutierrez-Bautista	
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
10-Hour Construction Safety and Health	OSHA	January 2025	
Confined Space & Excavation	United Rentals	January 2025	

ARTICLE 5—FINANCIAL

5.01 Not used

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:		Western Surety Company		
Surety is a corporation organized and existing under the laws of the state of:			IL	
Is surety authorized to provide surety bonds in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?				
<input type="checkbox"/> Yes <input type="checkbox"/> No				
Mailing Address (principal place of business):		151 N. Franklin Street		
		Chicago, IL 60606		
Physical Address (principal place of business):				
Phone (main):			Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Odell Studner Group, LLC		GL, Auto, WC	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):	200 North Warner Road, Ste 450 King of Prussia, PA 19406		
Physical Address (principal place of business):			
Phone (main):	484-586-3900	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	13 Million
Estimate of revenue for the previous year:	13 Million

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 24				
As a drilling contractor: 24				
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Provide full details in a separate attachment if the response to any of these questions is Yes.


- 8.03 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.04 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Not used
 - D. Not used
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.03.
 - G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.04.
 - H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: A.C. Schultes of Carolina, Inc.
(typed or printed name of organization)


By: 
(individual's signature)

Name: Kyle Jefferys
(typed or printed)

Title: Vice President
(typed or printed)

Date: 3/13/24
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: William Jefferys
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:
354 Sawdust Road
Rocky Point, NC 28457

Designated Representative:

Name: Kyle Jefferys
(typed or printed)

Title: Vice President
(typed or printed)

Address: 354 Sawdust Road
Rocky Point, NC 28457

Phone: 910-285-7465

Email: kyle@acschultesnc.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	A.C. Schultes of Carolina, Inc.				
Project Owner	Grand Strand Water and Sewer	Project Name	Central ASR Well		
General Description of Project	Drill 24 x 12 Production Well to 800'				
Project Cost	\$728,723	Date Project Completed	February 2024		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jeovany Bautista	Irvinn Bautista	Jeovany Bautista	Jeovany Bautista	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Dustin Harbin	Authority Water Supervisor	Grand Strand Water and Sewer	843-443-8200	dharbin@gswsa.com
Designer					
Construction Manager					
Project Owner	Onslow Water and Sewer Authority (ONWASA)		Project Name	Dixon Test Wells DT4R, DT12	
General Description of Project	Drill (2) 14 x 6 Test Wells				
Project Cost	\$127,726	Date Project Completed	December 2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jeovany Bautista	Irvinn Bautista	Jeovany Bautista	Jeovany Bautista	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Seth Brown		ONWASA	910-937-7521	sbrown@onwasa.com
Designer	John Wise	Engineer of Record	GMA	919-363-6310	john@gma-nc.com
Construction Manager	John Wise	Engineer of Record	GMA	919-363-6310	john@gma-nc.com
Project Owner	South Island Public Service District		Project Name	Cretaceous Well 2 Drilling Phase	
General Description of Project	Drill Production Well 36 x 24 @ 250'				
Project Cost	\$873,720	Date Project Completed	August 2023		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Jeovany Bautista	Irvinn Bautista	Jeovany Bautista	Jeovany Bautista	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Eddie Nettles	Operations Manager	SI Public Service District	843-816-3533	eddie@sipsd.com
Designer	Jay Holley		GMA		jay@gma-nc.com
Construction Manager	Tom Seacord	Engineer	Carollo Engineering	208-327-2602	tseacord@carollo.com

Schedule C—Key Individuals

Project Manager			
Name of individual		Jeovany Gutierrez-Bautista	
Years of experience as project manager		8	
Years of experience with this organization		15	
Number of similar projects as project manager		64	
Number of similar projects in other positions		129	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Mt. Pleasant Highway 17		25%	
Bill Clark Homes		20%	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Tony Hill	Name	Landon Weaver
Title/Position	Water Operations Supervisor	Title/Position	Land Manager
Organization	Mt. Pleasant Waterworks	Organization	Bill Clark Homes of Wilmington, LLC
Telephone	843-884-9626	Telephone	252-214-6801
Email	thill@mpwonline.com	Email	lweaver@billclarkhomes.com
Project	Hwy 17 Test Well Drilling	Project	Sidbury Landing Subdivision
Candidate's role on project	Project Supervisor	Candidate's role on project	Project Supervisor
Project Superintendent			
Name of individual		Irvinn Bautista	
Years of experience as project superintendent		8	
Years of experience with this organization		10	
Number of similar projects as project superintendent		64	
Number of similar projects in other positions		80	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Mt. Pleasant Hwy 17		50%	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Tony Hill	Name	
Title/Position	Water Operations Supervisor	Title/Position	
Organization	Mt. Pleasant Waterworks	Organization	
Telephone	843-884-9626	Telephone	
Email	thill@mpwonline.com	Email	
Project	Hwy 17 Test Well Drilling	Project	
Candidate's role on project	Project Manager	Candidate's role on project	

Safety Manager			
Name of individual		Jeovany Gutierrez-Bautista	
Years of experience as project manager		8	
Years of experience with this organization		15	
Number of similar projects as project manager		64	
Number of similar projects in other positions		129	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Jeovany Gutierrez-Bautista	
Years of experience as project superintendent		8	
Years of experience with this organization		15	
Number of similar projects as project superintendent		64	
Number of similar projects in other positions		129	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Jeovany Gutierrez Bautista

157 Eastwood Dr.
Wallace, NC 28466
Cell (252)775-9041

Employment

2008-present

AC Schultes of Carolina

Project/ Production Manager

A construction company that works in the utility industry
Company's background is based on water utilities such as various water wells, pipelines, water storage tanks, lift stations, and wastewater.

Responsibilities

Manage and oversee project operations and scheduling.
Project sales and administration.
Managing safety regulations in the field.
Safety analysis and visual inspections.
Communicate and/or meet with customers or inspectors.
Job closeout reports.

2006-2008

Pizza Hut, Assistant Manager

Managed restaurant and personnel.

Perform random sanitary and safety inspections.

Training employees, Accounting, scheduling, sales, order taking, order material and inventory.

Qualifications

Water Well contractor's license for North Carolina and South Carolina

Bilingual (English/Spanish)

OSHA (40 hr.) Certification Hazwoper 1910.120

Mid Atlantic Safety Council (MASC) certification

Adult First Aid/CPR/AED certified by American Red Cross

Telescopic Crane Certification

Heavy Machinery Operator Certification

Welder

Mechanically Inclined

Commercial Driver License Class A

Computer knowledge (Microsoft word, power point, excel)

Education

2012-Spring 2015

Wayne Community College, Goldsboro NC
Business Administration/ Operation Management
Graduated with Associates
GPA 3.475

About

I am a hard working individual who works hard to achieve my goals. I always shoot to do my best at whatever project I get involved in. Therefore, at every job I go to I strive to accumulate as much knowledge and skills I can to perform my best and be as efficient as possible. After all education is the one thing that a person cannot get enough of.

Irvinn Gutierrez Bautista

511 Steven St.
Wallace, NC 28466

Employment

2014-present

AC Schultes of Carolina

Foreman/Driller

Responsibilities

Review and oversee project plans and specs.

Jobsite safety management.

Drilling operations.

Heavy equipment operations.

Welding.

Drilling mud controls.

Erosion Control protocols.

Well construction.

Water well development and pumping.

Well pump design.

Pump Installation

2013-2014 Industrial Concrete

Jacksonville, NC

Crew laborer

Grade, form pad, tie rebar, pour pad, finish, and cure concrete.

Equipment operator

Qualifications

Water Well contractor's license for North Carolina and South Carolina

Bilingual (English/Spanish)

OSHA Certification

Adult First Aid/CPR/AED certified by American Red Cross

Telescopic Crane Certification

Heavy Machinery Operator Certification

Welder

Mechanically Inclined

Commercial Driver License Class A

Education

2009-2013

East Duplin High School

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

I, A.C. Schultes of Carolina, Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

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

The total value of minority business contracting will be (\$) 0.00 .

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Pender

(Name of Bidder)

N/A

Affidavit of A.C. Schultes of Carolina, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner.

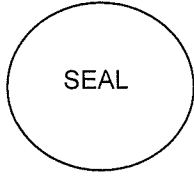
Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Pender

Affidavit of A.C. Schultes of Carolina, Inc.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Test Well Program Gray's Creek Phase I

(Name of Project)

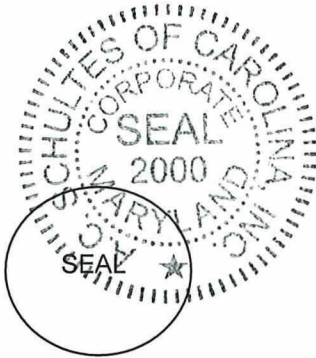
_____ contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 3/13/24 Name of Authorized Officer: Kyle Jefferys



Signature: _____

Title: Vice President

State of North Carolina, County of New Hanover

Subscribed and sworn to before me this 13th day of March, 2024

Notary Public [Signature]

My commission expires April 25, 2024



CORPORATE RESOLUTION

The undersigned, as Secretary of A. C. Schultes of Carolina, Inc. a corporation duly organized and existing under the laws of the State of Maryland, hereby certifies that a meeting of the Board of Directors of said Corporation was duly called and held at its office at 354 Sawdust Road, Rocky Point, in the state of North Carolina, on the 2nd day of January 2024, that at said meeting a quorum was present and voting throughout; and that the following resolution on motion duly made and seconded was unanimously adopted and will be effective the 2nd day of January, 2024 and is now in full force and effect:

RESOLVED, that the following officers have authority to sign bids contracts on behalf of A. C. Schultes of Carolina, Inc.

President:	William J. Jefferys
Vice President:	Kyle Jefferys
Secretary:	Jeffrey A. DeMatte
Treasurer:	Jeffrey A. DeMatte

I FURTHER Certify that there is no provision in the Certificate of Incorporation or By-Laws of the said corporation limiting the power of the Board of Directors to pass the foregoing resolution, and that the same is in conformity with the provisions of said Certificate of Incorporation and By-Laws.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the said corporation and affixed the corporation seal this 2nd day of January 2024.



Jeffrey A. DeMatte
Secretary



Secretary of State

Expiration Date

12/31/2024

License No.

48474

North Carolina

Licensing Board for General Contractors

This is to Certify That:

A.C. Schultes of Carolina, Inc.

Rocky Point, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Public Utilities

until

December 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2024

This certificate may not be altered.



Robert H. H. H.
Chairman

C. Frank Wiesner
Secretary-Treasurer

Bill's Well Drilling Co.
800 McArthur Rd
Fayetteville, NC 28311
NC Well Certification # 3465-A
GC – 29599-PU

Sealed Bid
Date: March 13th, 2024
Time: 2:00 pm
Test Well Program - Gray's Creek Phase I

Cumberland County, NC
130 Gillespie St
Room 214
Fayetteville, NC 28301

BID FORM
FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Cumberland County, NC
130 Gillespie St.
Room 214
Fayetteville, NC 28301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Identification of Minority Business Participation.

ARTICLE 3—BASIS OF BID

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

1. Unit Price (Base Bid and Add Alternates)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Base Bid Items					
1	Mobilization and Demobilization	EA	1	10,000.00	\$ 10,000.00
2	Site Work and Restoration TW1	EA	1	15,000.00	\$ 15,000.00
3	Site Work and Restoration TW2	EA	1	25,000.00	\$ 25,000.00
4	Site Work and Restoration TW3	EA	1	10,000.00	\$ 10,000.00
5	16-inch Outer Casing	FT	240	250.00	\$ 60,000.00
6	Bore Hole	FT	540	55.00	\$ 29,700.00
7	Test Well Geophysical Logs	EA	3	1,500.00	\$ 4,500.00
8	6.9-inch Well	FT	300	40.00	\$ 12,000.00
9	4-inch Well Screen	FT	225	100.00	\$ 22,500.00
10	Well Development	EA	3	5,000.00	\$ 15,000.00
11	Aquifer Testing	EA	3	15,000.00	\$ 45,000.00
12	Testing for Well Water Quality	EA	3	11,160.00	\$ 33,480.00
13	Test Well Protection	EA	2	2,500.00	\$ 5,000.00
14	Well Abandonment	FT	180	15.00	\$ 2,700.00
Subtotal Base Bid Unit Price Items:					\$ 289,880.00
Add Alternate Items					
BA-01	Test Well 3 (TW3) Driveway	EA	1	5,000.00	\$ 5,000.00
BA-02	Substitute Screen (30-slot PVC VEE-WIRE in lieu of SS)	FT	225	110.00	\$ 24,750.00
Subtotal Add Alternate Bid Unit Price Items:					\$ 29,750.00

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Base Bid and Alternates)

Total Bid Price (Base Bid and Add Alternates)	\$ 319,630.00
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ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	2-23-24
2	3-1-24
3	3-5-24
4	3-6-24
5	3-8-24

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

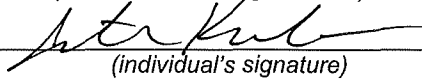
BIDDER hereby submits this Bid as set forth above:

Bidder:

Bill's Well Drilling Co

(typed or printed name of organization)

By:



(individual's signature)

Name:

Jonathan Kamionka

(typed or printed)

Title:

President

(typed or printed)

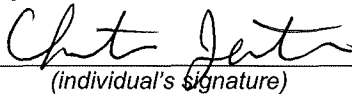
Date:

3-13-24

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Christina Jester

(typed or printed)

Title:

Sec/Tres

(typed or printed)

Date:

3-13-24

(typed or printed)

Bidder's Address for giving notices:

800 McArthur Rd, Fayetteville, NC 28311

Bidder's Contact Person:

Name:

Jonathan Kamionka

(typed or printed)

Title:

President

(typed or printed)

Phone:

910-488-3740

Email:

office@billswelldrilling.com

Address:

800 McArthur Rd, Fayetteville, NC 28311

Bidder's Contractor License No.: (if applicable)

29599

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BID BOND (PENAL SUM FORM)

Bidder Name: Bill's Well Drilling Co Address (principal place of business): 800 McArthur Road Fayetteville, NC 28311-1960	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: Cumberland County, NC Address (principal place of business): 130 Gillespie Street, Room 214 Fayetteville, NC 28301	Bid Project (name and location): Test Well Program- Gray's Creek Phase I Cumberland County, NC Bid Due Date: March 13, 2024
Bond Penal Sum: 5% Five Percent of Amount Bid Date of Bond: March 13, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Bill's Well Drilling Co (Full formal name of Bidder)	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (corporate seal)
By: <u>[Signature]</u> (Signature)	By: <u>[Signature]</u> (Signature) (Attach Power of Attorney)
Name: <u>Jonathan Kamionka</u> (Printed or typed)	Name: <u>Katherine Fowler</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u>[Signature]</u> (Signature)	Attest: <u>[Signature]</u> (Signature)
Name: <u>Christina J Jester</u> (Printed or typed)	Name: <u>Jennifer C. Hoehn</u> (Printed or typed)
Title: <u>Sec / Tres</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

HDR Project No. 10383081

Cumberland County, NC
Test Well Program - Gray's Creek Phase I

February 2024
FINAL Issued for Bid

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Katherine Fowler** all of the city of Charlotte, state of NC its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Bill's Well Drilling Co

Obligee Name: Cumberland County, NC

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of March, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested to by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIST OF PROPOSED SUPPLIERS

I, Bill's Well Drilling Co

(Name of Bidder)

do hereby certify that on this project, we propose to use the following vendors or suppliers.

Firm Name, Address and Phone #

Work type

McDonald Materials, Inc., 2611 Murchison Rd, Fayetteville, NC	Sand & Gravel
910-630-2200	
Core & Main LP PO Box 28330, ST Louis, MO	erosion control
910-484-1102	
Driller's Service Inc. PO Box 403538, Atlanta, GA 30384-3538	Well drilling materials
1-800-662-5143	

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LIST OF PROPOSED SUBCONTRACTORS

I, Bill's Well Drilling Co
(Name of Bidder)

do hereby certify that on this project, we propose to use the following subcontractors or providers of professional services.

Firm Name, Address and Phone #	Work type
NONE	

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QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Bill's Well Drilling Co		
Corporate Office	Bill's Well Drilling Co		
Name:	Jonathan Kamionka	Phone number:	910-488-3740
Title:	President	Email address:	office@billswelldrilling.com
Business address of corporate office:	800 McArthur Rd		
	Fayetteville, NC 28311		
Local Office	SAME		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	Sole Proprietorship Partnership Corporation <input checked="" type="checkbox"/>		
Limited Liability Company Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	12-20-1976	State in which Business was formed:	NC
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes No Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Jonathan Kamionka	Title:	President
Authorized to sign contracts:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Limit of Authority:	\$ unlimited
Name:	Christina Jester	Title:	Sec/Tres
Authorized to sign contracts:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Limit of Authority:	\$ unlimited
Name:	Laura Jean Kamionka	Title:	Vice President
Authorized to sign contracts:	Yes <input checked="" type="radio"/> No	Limit of Authority:	\$
Name:	Stacia Bill	Title:	Office Assistant

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	NC General Contracting License		
Licensing Agency:	NC General Contracting License		
License No:	29599	Expiration Date:	12-31-24
Name of License:	NC Electrical License		
Licensing Agency:	Board of Examiners for Electrical Contractors		
License No:	SP.WP.30742	Expiration Date:	11-14-24

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
Disadvantaged Business Enterprise		
Minority Business Enterprise		
Woman-Owned Business Enterprise		
Small Business Enterprise		
Disabled Business Enterprise		
Veteran-Owned Business Enterprise		
Service-Disabled Veteran-Owned Business		
HUBZone Business (Historically Underutilized) Business		

Other			
None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization.

Name of Business's Safety Officer:	Jonathan Kamionka		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
NONE			

ARTICLE 5—FINANCIAL

5.01 Not used

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	The Ohio Casualty Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:			NH
Is surety authorized to provide surety bonds in the Project location?			<input checked="" type="radio"/> Yes No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="radio"/> Yes No			
Mailing Address (principal place of business):	175 Berkeley Street		
	Boston, MA 02116		
Physical Address (principal place of business):	175 Berkeley Street		
	Boston, MA 02116		
Phone (main):	617-357-9500	Phone (claims):	617-357-9500

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Frankenmuth Insurance Company		General Liability, Umbrella, Auto and Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="radio"/> Yes	No
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="radio"/> Yes	No
Mailing Address (principal place of business):	1 Mutual Ave		
	Frankenmuth, MI 48787		
Physical Address (principal place of business):	1 Mutual Ave		
	Frankenmuth, MI 48787		
Phone (main):	989-652-6121	Phone (claims):	800-234-4433

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	8
Estimate of revenue for the current year:	2.5 million
Estimate of revenue for the previous year:	3.5 million

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a drilling contractor:	15	Years		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Been barred from contracting by any local, state, or federal agency within the last 5 years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Been released from a bid in the past 5 years? Yes No <input checked="" type="checkbox"/>				

Defaulted on a project or failed to complete any contract awarded to it? Yes No <input checked="" type="checkbox"/>
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Been a party to any currently pending litigation or arbitration? Yes No <input checked="" type="checkbox"/>
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 8.03 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.04 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Not used
 - D. Not used
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.03.
 - G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.04.
 - H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Bill's Well Drilling Co

(typed or printed name of organization)

By:

(individual's signature)

Name:

Jonathan Kamionka

(typed or printed)

Title:

President

(typed or printed)

Date:

3-13-24

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Name:

Christina Jester

(typed or printed)

Title:

Sec/Tres

(typed or printed)

Address for giving notices:

800 McArthur Rd, Fayetteville, NC 28311

Designated Representative:

Jonathan Kamionka

Name:

(typed or printed)

Title:

President

(typed or printed)

Address:

800 McArthur Rd, Fayetteville, NC 28311

Phone:

910-488-3740

Email:

office@billswelldrilling.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Bill's Well Drilling Co				
Project Owner	Columbus Co Water & Sewer	Project Name	Water Supply Test Wells		
General Description of Project	Drill three (3) test wells				
Project Cost	124250.00	Date Project Completed	11-21-23		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Harold Nobles	Operator	Columbus Co Water & Sewer	(910) 770-2034	hnobles@columbusco.org
Designer	Leo Green	Engineer	Green Engineering, PLLC	252-237-5365	elg@greeneng.com
Construction Manager					
Project Owner	Trico Water System	Project Name	New Well Construction Water Supply Well #23 and Well #24		
General Description of Project	New well construction, Site work, fencing, driveway, pump installation & generator				
Project Cost	1453140.61	Date Project Completed	8-31-23		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Will Arnett	Owner	Trico Water System	(843) 841-6052	clemwwa@aol.com
Designer	Ken Parnell, PE	Engineer	HPG and Company	(803)-739-2888	ken@hpgandcompany.com
Construction Manager					
Project Owner	Bladen Co. Water District	Project Name	Phase IV Contract 2 - Production Well		
General Description of Project	Install production well, Construct pump house & install pump, Grading, electrical & yard piping. County Wide SCADA system				
Project Cost	806967.88	Date Project Completed	8-31-21		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Alan Edge	Operator	Bladen Co. Water District	(910) 876-4161	aedge@bladenco.org
Designer	Logan Parsons	Engineer	LKC Engineering, PLLC	(910) 420-1437	logan@lkcengineering.com
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Jonathan Kamionka	
Years of experience as project manager		19	
Years of experience with this organization		19	
Number of similar projects as project manager		30	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Columbus County - Deep Well		10	December 2024
Moore Co Well Construction		10	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Will Arnett	Name	Joe Wood
Title/Position	Owner	Title/Position	Operator
Organization	Trico Water	Organization	Town of Aberdeen
Telephone	(843) 841-6052	Telephone	(910) 690-4193
Email	clemwwa@aol.com	Email	jwood@townofaberdeen.net
Project	Several - Drilled Wells	Project	Several - Drilled Wells
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent SAME AS ABOVE			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager		SAME AS PROJECT MANAGER	
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager		SAME AS PROJECT MANAGER	
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Cumberland

Affidavit of Bill's Well Drilling Co

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Test Well Program – Gray's Creek Phase I

contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

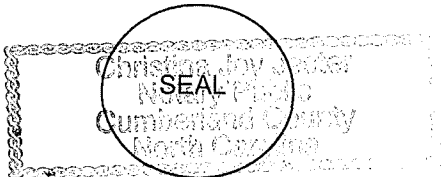
The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 3-13-24 Name of Authorized Officer: Jonathan Kamionka

Signature: _____

President

Title: _____



State of North Carolina, County of Cumberland

Subscribed and sworn to before me this 13 day of March 2024

Notary Public Christina J. Jester

My commission expires July 21st, 2026

Bill's Well Drilling Co.

Adopting Resolution

January 28, 2019

The undersigned, being the only directors of Bill's Well Drilling Co., (the "Corporation") do hereby adopt the following resolution by signing their written consent hereto:

RESOLVED that the following persons are hereby elected to serve as officers of the corporation until their successors are duly elected and qualified:

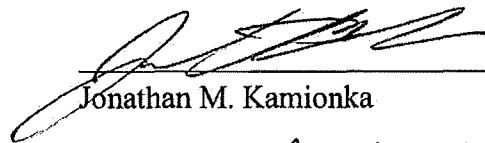
Jonathan Kamionka - President

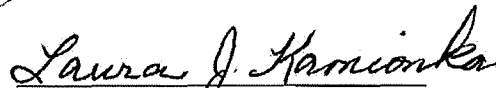
Laura Kamionka – Vice President

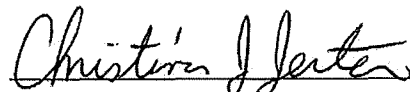
Christina Jester – Secretary/Treasurer

This action is effective the 28th day of January 2019.

DIRECTORS:


Jonathan M. Kamionka


Laura J. Kamionka


Christina J. Jester

BILL'S WELL DRILLING CO.

800 McArthur Road
Fayetteville, North Carolina 28311
Office (910) 488-3740
office@billswelldrilling.com
www.billswelldrilling.com



Jonathan Kamionka

Bill's Well Drilling Co.
800 McArthur Road Fayetteville, NC 28311
Phone: 910-488-3740
Email: office@billswelldrilling.com

Career Overview:

15 years of success overseeing all phases of construction in the water well industry for Municipal, Industrial, Agricultural, Commercial and Residential clients. Extensive knowledge and experience of water well construction in the Black Creek and Upper Cape Fear aquifers. Focus on quality new and replacement well construction as well as rehabilitation.

Skills:

- Well Construction Projects
- Public Water System Improvement Projects
- Water Well Rehabilitation
- Quality Control
- Crew/Subcontractor Supervision
- Budget & Cost Controls
- Bidding & Estimating

Professional Experience:

Water Well Contractor

Bill's Well Drilling Co., Fayetteville, NC
2005 - Present

- Bidding and obtaining jobs
- Planning all stages of construction projects
- Supervising every stage of construction work
- Estimating materials, staffing, equipment costs, including securing permits
- Interacting with architects and engineers
- Coordinating with master electricians, demolition engineers, and sub-contractors
- Constructed wells up to 14" diameter
- Designing and installing submersible and turbine pumps for municipal systems

Certifications and Licenses:

NC Well Contractor – 3465-A
NC General Contractor – 29599 PU
NC Electrical Contractor – SP WP 30742
SC Well Contractor - 2064-A
NGWA - CPI/VCLD Certification

References available upon request

Cumberland County, NC Feb 2024 -
Test well program - gray's creek Phase 1

FTE Drilling USA inc

Forages Technic-Eau
5055 boul. Industriel
Sherbrooke, (Québec)
J1R 0P4

Cumberland County, NC Feb, 2024
Test Well program - Gray's Creek Phase 1

FTE Drilling USA inc

Justin West
8100 Flat Creek rd
Kershaw SC 29067

Unbound bid form

RECEIVED

MAR 13 2024
@ 1:34pm



GRAY'S CREEK

Reference: Cumberland County, NC February 2024 - Test Well
Program - Gray's Creek Phase I, EJCDC C-410 - CONTRACT
201800 41 13 - 1

March 11, 2024

Dear, Cumberland County NC Board,

Thank you for the opportunity to participate in your bidding process.
Accompanied are the following documents requested:

1. Bid Form
2. List of Qualifications
3. Bid Security (Bid Bond)
4. Licence Certification Letter
5. List of Proposed Subcontractors
6. List of Proposed Suppliers
7. List Minority Business Participation
8. List of Good Faith Efforts
9. List of key personnel
10. Signing Authority
11. List of Similar projects

Please contact me if there are any further questions.

Clean water depends on Experience and Professionalism. With FTE Drilling,
success will be assured.

Kyle Fetterly
kfetterly@ftedrilling.com

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Cumberland County, NC
130 Gillespie St.
Room 214
Fayetteville, NC 28301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Identification of Minority Business Participation.

ARTICLE 3—BASIS OF BID

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

1. Unit Price (Base Bid and Add Alternates)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Base Bid Items					
1	Mobilization and Demobilization	EA	1	113,500.00	\$ 113,500.00
2	Site Work and Restoration TW1	EA	1	75,000.00	\$ 75,000.00
3	Site Work and Restoration TW2	EA	1	75,000.00	\$ 75,000.00
4	Site Work and Restoration TW3	EA	1	75,000.00	\$ 75,000.00
5	16-inch Outer Casing	FT	240	1,011.25	\$ 242,700.00
6	Bore Hole	FT	540	291.11	\$ 157,200.00
7	Test Well Geophysical Logs	EA	3	15,000.00	\$ 45,000.00
8	6.9-inch Well	FT	300	242.20	\$ 72,660.00
9	4-inch Well Screen	FT	225	244.89	\$ 55,100.00
10	Well Development	EA	3	10,000.00	\$ 30,000.00
11	Aquifer Testing	EA	3	20,200.00	\$ 60,600.00
12	Testing for Well Water Quality	EA	3	1,500.00	\$ 4,500.00
13	Test Well Protection	EA	2	8,280.00	\$ 24,840.00
14	Well Abandonment	FT	180	75.00	\$ 13,500.00
Subtotal Base Bid Unit Price Items:					\$ 1,044,600.00
Add Alternate Items					
BA-01	Test Well 3 (TW3) Driveway	EA	1	15,000.00	\$ 15,000.00
BA-02	Substitute Screen (30-slot PVC VEE-WIRE in lieu of SS)	FT	225	40.00	\$ 7,200.00
Subtotal Add Alternate Bid Unit Price Items:					\$ 22,200.00

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Base Bid and Alternates)

Total Bid Price (Base Bid and Add Alternates)	\$ 1,066,800.00
--	-----------------

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
No. 1	2/23/2024
No. 2	3/1/2024
No. 3	3/5/2024
No. 4	3/6/2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

No. 5 3/8/2024

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

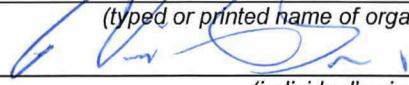
BIDDER hereby submits this Bid as set forth above:

Bidder:

FTE DRILLING USA INC

(typed or printed name of organization)

By:



(individual's signature)

Name:

YANIC BERNIER

(typed or printed)

Title:

PRESIDENT

(typed or printed)

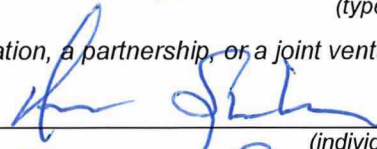
Date:

1st March 2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

FRANCIS SYLVESTRE

(typed or printed)

Title:

NOTARY

(typed or printed)

Date:

1st March 2024

(typed or printed)

Bidder's Address for giving notices:

Bidder's Contact Person:

Name: Kyle Fetterly

(typed or printed)

Title: Technical Director - Water

(typed or printed)

Phone: 902 478 0417

Email: Kfetterly@ftedrilling.com

Address:

1293 Professional Drive Unit D Suite 209

Myrtle Beach SC 29067

Bidder's Contractor License No.: (if applicable) PENDING

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	FTE Drilling USA Inc.		
Corporate Office			
Name:	Kyle Fetterly, CET,GSC	Phone number:	1 902 478 0417
Title:	Technical Director	Email address:	kfetterly@ftedrilling.com
Business address of corporate office:	1013 CENTRE ROAD SUITE 403-B		
	WILMINGTON, DE 19 805		
Local Office			
Name:	Kyle Fetterly	Phone number:	1 902 478 0417
Title:	Technical Director	Email address:	kfetterly@ftedrilling.com
Business address of local office:	1293 professional Drive, Unit D, Suite 209		
	Myrtle Beach SC 29067		

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.	(INCORPORATED IN USA IN 2019 IN STATE OF DELAWARE)		
3.	(CURRENTLY LICENSED IN SC, WY, NV, FLA)		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1987	State in which Business was formed:	Canada
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Yanic Bernier	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Kyle Fetterly		
Licensing Agency:	South Carolina Environmental Certification Board		
License No:	2415	Expiration Date:	6-30-2024
Name of License:	Kyle Fetterly		
Licensing Agency:	State of Florida		
License No:	11404	Expiration Date:	10-20-2025

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input checked="" type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization.

Name of Business's Safety Officer:	Denis Morin		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

ARTICLE 5—FINANCIAL

5.01 Not used

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Liberty Mutual insurance Co		
Surety is a corporation organized and existing under the laws of the state of:			Massachusetts
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	175 Berkeley Street		
	Boston, Ma		
	02116		
Physical Address (principal place of business):	100 Liberty Way		
	Dover, NH		
	03820		
Phone (main):	617-357-9500	Phone (claims):	1-800-225-2467

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Chubb Group of Insurance Companies		Commercial general liability	
Northbridge General Insurance Corp.		Automobile liability / Umbrella liability	
Allianz Global Risk US Insurance Co.		Pollution liability	
Are providers licensed or authorized to issue policies in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):		Vezina Assurance Inc.	
		4374 Pierre-de-Coubertin Ave	
		Montreal, QC H1V 1A6	
Physical Address (principal place of business):			
Phone (main):	514 253-5221	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	500+
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a drilling contractor:	36			
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

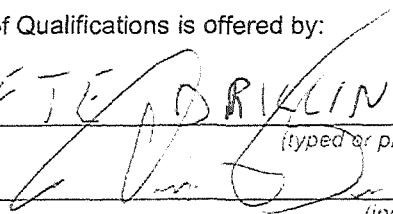
This Statement of Qualifications is offered by:

Business:

FTE DRILLING USA INC

(typed or printed name of organization)

By:



(individual's signature)

Name:

YANIC BERNIER

(typed or printed)

Title:

PRESIDENT

(typed or printed)

Date:

MARCH 5, 2004

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:



(individual's signature)

Name:

PIERRE-YVES BLAIS

(typed or printed)

Title:

MANAGER

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

Kyle Fetterly

(typed or printed)

Title:

Technical Director - Water

(typed or printed)

Address:

1293 Professional Drive Unit D Suite 209
Myrtle Beach SC 29067

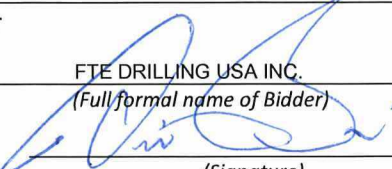
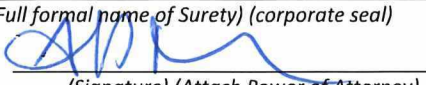
Phone:

1 902 478 0417

Email:

kfetterly@fdrilling.com

BID BOND (PENAL SUM FORM)

Bidder Name: FTE Drilling USA Inc. Address (principal place of business): 1293 Professional Dr Myrtle Beach, SC 29577	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley St Boston, MA 02116
Owner Name: Cumberland County, NC Address (principal place of business): 130 Gillespie Street Room 214 Fayetteville, North Carolina 28301	Bid Project (name and location): Test Well Program – Gray's Creek Phase I, Cumberland County, NC Bid Due Date: _____
Bond Penal Sum: Five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) Date of Bond: March 5, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder FTE DRILLING USA INC. (Full formal name of Bidder)	Surety LIBERTY MUTUAL INSURANCE COMPANY (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>YANIC BERNIER</u> (Printed or typed)	Name: <u>Andrew P. Thome</u> (Printed or typed)
Title: <u>PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest:  (Signature)	Attest:  (Signature)
Name: <u>Marie-Josée Gervais</u> (Printed or typed)	Name: <u>Amanda L. Williams</u> (Printed or typed)
Title: <u>Witness</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

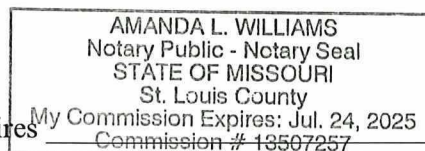
State of Missouri
County of St. Louis

SS:

On **MARCH 5, 2024** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **LIBERTY MUTUAL INSURANCE COMPANY** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires



AMANDA L WILLIAMS
Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208740-969032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda L. Williams; Andrea McCarthy; Andrew P. Thome; Ashley Miller; Blake A. Messer; Christina A. Culotta; Dana A. Johnessee; Donna Robson; Michael D. Wiedemeier; Peter J. Mohs

all of the city of Chesterfield state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5TH day of MARCH, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Date: March 5th 2024

Re: Contractor licensing

Greetings,

FTE Drilling USA Inc. is currently in the process of obtaining a North Carolina Contractors' License and is committed to obtaining prior to bid award.

We are currently licensed contractors in Florida and Nevada. We also hold valid drillers licenses in Nevada, Wyoming, South Carolina (Class A) and Florida.

We have been in operation in the USA since 2019 and have worked previously in North Carolina and are registered with the Secretary of State. Previous scopes have not required contractor licensing.

We have operations worldwide throughout Canada, Africa, South America and the Caribbean with over 800 employees and 100 drill rigs.

Best regards,



Kyle Fetterly, CET, G.S.C.

Technical Director

FTE Drilling USA Inc.

1 902 478 0417

kfetterly@ftedrilling.com

LIST OF PROPOSED SUBCONTRACTORS

I, Justin West (FTE Drilling USA INC)
(Name of Bidder)

do hereby certify that on this project, we propose to use the following subcontractors or providers of professional services.

Firm Name, Address and Phone #	Work type
Galliker Grading, Po box 265 Harmony NC 704-881-2267	Excavation, silt fence, Driveway Construction
DGI Geoscience USA INC. 450 Silver St. Unit 106 ELKO NV 89801 1-519-231-1943	Geo logs

LIST OF PROPOSED SUPPLIERS

1. Justin West (FTE Drilling USA, INC.)
(Name of Bidder)

do hereby certify that on this project, we propose to use the following vendors or suppliers.

Firm Name, Address and Phone #

Work type

[illegible]

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

I, Kyle Fetterly (FTE DRILLING USA INC.)
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

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

The total value of minority business contracting will be (\$) \$225 000.00.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of FTE Drilling USA Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☒ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner.

Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 3/12/2024 Name of Authorized Officer: Katlin Darity

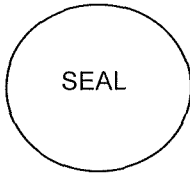
HDR Project No. 10383081

Cumberland County, NC
Test Well Program - Gray's Creek Phase I
IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION
00 45 39 - 3



Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Schedule C—Key Individuals			
Project Manager			
Name of individual		Kyle Fetterly, CET,GSC	
Years of experience as project manager		15	
Years of experience with this organization		15	
Number of similar projects as project manager		50+	
Number of similar projects in other positions			
Current Project Assignments Cayman Island water supply, Hydrogen Storage NL, Howie-in-the-Hills FLA Water			
Name of assignment		Percent of time used for this project	Estimated project completion date
Howie-in-the-Hills Water Supply		20%	April 2024
Cayman Island Water Supply		20%	March 30 2024
Hydrogen Storage NL		20%	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Karlene Singh	Name
Title/Position		Project Engineer	Richard Gagne
Organization		Consolidated Water Co	Principal
Telephone		13455251197	Organization
Email		ksingh@cwco.com	Earth Water Concepts
Project		Red Gate Water Supply	Telephone
		Project Engineer	19024712636
			Email
			rg-ewc@waterwatch.com
			Project
			Eden Valley Farms
			Project Engineer
Project Superintendent			
Name of individual		Justin West	
Years of experience as project superintendent		7	
Years of experience with this organization		2	
Number of similar projects as project superintendent		5	
Number of similar projects in other positions		20+	
Current Project Assignments: Albemarle Lithium RC and some drilling			
Name of assignment Albemarle Lithium		Percent of time used for this project: 100%	Estimated project completion date: Completed 12/20/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Amanda Beaudoin	Name
Title/Position		Superintendent of Permitting, and Regulatory Affairs	Robert Wilkerson
Organization		Capstone Copper	Senior Mining Engineer
Telephone		1-775-777-5027	Organization
Email		AMA.beaudoin@gmail.com	Piedmont Lithium Inc.
Project		Halle Gold Mine	Telephone
			1-720-595-1129
			Email
			rwilkerson@piedmontlithium.com
			Project
			Halle Gold Mine
<div style="display: flex; justify-content: space-between;"> <div> HDR Project No. 10383081 Cumberland County, NC Test Well Program - Gray's Creek Phase I EJCDC C-451 QUALIFICATIONS STATEMENT 2018 </div> <div>February 2024</div> </div>			

Safety Manager									
Name of individual					Denis Morin				
Years of experience as project manager					5 Years				
Years of experience with this organization					6 Years				
Number of similar projects as project manager					10				
Number of similar projects in other positions					50+				
Current Project Assignments									
Name of assignment					Percent of time used for this project			Estimated project completion date	
Artemis Gold					10%			2022	
Argonaut Gold					10%			2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)									
Name		Christo Marais			Name		Klaus Popelka		
Title/Position		Head Geology			Title/Position		Chief Geologist		
Organization		Argonaut Gold			Organization		Artemis Gold		
Telephone		1(775) 284 4422			Telephone		1 (604) 558-1107		
Email		christo.marais@argonautgold.com			Email		Kpopelka@artemisgoldinc.com		
Project		Grade Control			Project		Reverse Circulation Sampling		
		Contractor Safety Manager					Contractor Safety Manager		
Quality Control Manager									
Name of individual									
Years of experience as project superintendent									
Years of experience with this organization									
Number of similar projects as project superintendent									
Number of similar projects in other positions									
Current Project Assignments									
Name of assignment					Percent of time used for this project			Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)									
Name					Name				
Title/Position					Title/Position				
Organization					Organization				
Telephone					Telephone				
Email					Email				
Project					Project				
on project					on project				
HDR Project No. 10383081		Cumberland County, NC					February 2024		
		Test Well Program - Gray's Creek Phase I							
		EJCDC C-451 QUALIFICATIONS STATEMENT 2018							

Name of Business's Safety Officer

Denis Morin

Certification	Issuing Agency	Expiration
Environmental Tech	College Region de l'Amiante	na
Train The Trainer	Ministry of Training College and University	na
Supervisor	Ministry of Training College and University	na
Supervisor	British Collombia Mine Certificate	na
JOSHEC	NOVO SST	na
Trainer Overhead crane	Belgard	na
Trainer Working at height	Belgard	na
Trainer Telehandler	Belgard	na
Trainer Man basket	Belgard	na
Trainer LOTO	Belgard	na
Trainer Surface Miner Common Core	Ministry of Training College and University	na
Trainer Surface Diamond Drill Common Core	Ministry of Training College and University	na

**EXTRACT OF A WRITTEN CONSENT
OF THE SOLE DIRECTOR
OF FTE DRILLING USA INC.**

« **NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Bid Form, substantially in the form heretofore presented to the Board of Directors be, and the same hereby are, approved in all respects;

RESOLVED, that the Company be, and it hereby is, authorized to enter into and perform its obligations under the Bid Form; and that the President of the Company, be, and hereby is, authorized, in the same and on behalf of the Company, to execute and deliver the Bid Form, with such changes therein as the President may approve, all such approvals to be conclusively evidenced by the execution and delivery thereof on behalf of the Company;

RESOLVED, that the Company be, and it hereby is, authorized to enter into such further documents, agreements and instruments as the President, in the name and on behalf of the Company, deems necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution or the Bid Form, in such desirable by the President, the execution thereof by the President to be conclusive evidence of such approval or determination;

RESOLVED, that in connection with the transactions contemplated in the preceding resolutions, the President be, and hereby is, authorized, in the name and on behalf of the Company, to certify any more formal or detailed resolutions as the President may deem necessary, appropriate or desirable to effectuate the intent of the foregoing resolutions; and that the President be, and hereby is, authorized and directed to annex such resolutions hereto, and thereupon such resolutions shall be deemed adopted as and for the resolutions of the Board of Directors as if set forth herein at length;

RESOLVED, that the President be, and hereby is, authorized, directed and empowered, in the name and on behalf of the Company, to take any action (including, without limitation, the payment of expenses) and to execute (by manual or facsimile signature) and deliver all such further documents, contracts, certificates, notices, letters, agreements, instruments, drafts, receipts or other writings that the President may in his sole direction deem necessary, appropriate or desirable to carry out, comply with and effectuate the purposes of the foregoing resolutions and the transactions documents and instruments, and to take any such other action, shall be conclusively evidenced by the execution and delivery thereof or by the taking of such actions.

[...]

CERTIFIED EXTRACT

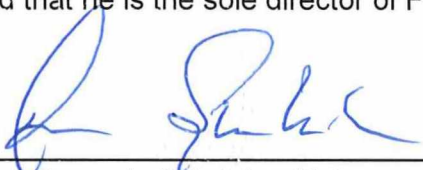
The undersigned, Mr. **Yanic Bernier**, president and secretary of « FTE DRILLING USA INC. » (the « Company ») hereby certifies that the foregoing is a true and exact copy of resolutions duly adopted by the Board of Directors of the Company in accordance with the provisions of law. The undersigned further certifies that the said resolutions are in full force and effect, without modification, as of the date hereof.

Sign on March 1st, 2024.



Yanic Bernier

I, Mtre François Sylvestre, Notary, certify that I know Yanic Bernier, that the signature above is his and that he is the sole director of FTE DRILLING USA INC.



Mtre François Sylvestre, Notary

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	Oceana Gold		Project Name	Mine Dewatering	
General Description of Project	Permitting, design, test hole, hydraulic testing and construction of permanent dewatering wells				
Project Cost	\$1 500 000		Date Project Completed	Dec 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Fetterly	Kyle Fetterly	Denis Morin	Kyle Fetterly	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Lawrence Goss	Hydrogeologist	Oceana Gold	1 863 337 8266	lawrence.goss@oceanagold.com
Designer	same as above				
Construction Manager	Same as above				

Project Owner	DART Enterprises (Cayman)		Project Name	INDIGO HOTEL / REGEN / RITZ	
General Description of Project	Drill test wells and production wells for geothermal water resources				
Project Cost	\$2 000 000		Date Project Completed	April 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Fetterly	Kyle Fetterly	Denis Morin	Kyle Fetterly	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Richard Mcaree	Environmental Social Governance Manager	DART	1 345 326 1715	richard.mcaree@dart.ky
Designer	Ali Sabti	Principal	APEC	1 345 949 5858	ali@apec.com.ky
Construction Manager					

Project Owner	Cayman Water Authority		Project Name	Red Gate Waterworks	
General Description of Project	10" Pilot converted to 24" Production wells x 3				
Project Cost	\$750 000.00		Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Fetterly	Kyle Fetterly	Denis Morin	Kyle Fetterly	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hendrik-Jan van Genderen	Water Resource Engineer	Water Authority	1 345 938 7004	hendrik.vangenderen@waterauthority.ky
Designer	David Robertson	Principal	CCI Water	561-866-0540	drobertson@cciwater.com
Construction Manager	Karlene Singh	Project Engineer	Consolidated Water Co	1 345 525 1197	ksingh@cwco.com

Amanda Bader

From: Rick Moorefield
Sent: Monday, March 18, 2024 3:09 PM
To: Amanda Bader; Sally Shutt
Cc: Brian Haney; Christopher Carr; Amanda Cummings; Ewa Thomas; Amy Hall; Jermaine Walker
Subject: RE: Recommendation for Bid Award for Test Wells

This was the advertised qualification:

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state (or other) contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

This is the law:

15A NCAC 27 .0110 TYPES OF CERTIFICATION

(d) A certified well contractor of the appropriate level must be present at all times when well contractor activities are being performed. History Note: Authority G.S. 87-98.2; 87-98.4; 87-98.12; 143B-3

It is always the best practice to specify what licensure is required. I remember talking about this when we met with HDR folks. I asked what license was required for well drilling. They said it was a certification, not a license. This RFQ only required whatever was applicable. The law only requires a certified well contractor to be present when the activities are being conducted, so the qualification provision didn't exclude anyone from another state. All they had to do was hire a NC certified contractor to stay on the site. I do not see anything in the general contractor licensure code that covers well contractors. It was included in the general contractor code as a specialty until it was repealed July 1, 1979, so it is clearly not intended to be deemed a general contractor activity.

I don't know how it got off on general contractor's license. If the consultants know something that does make it require a general contractor's license, it is not a responsive bid and cannot be considered. I just can't find anything. Unless the consultants know something about the license that I can't find, it was an acceptable bid.

Rick



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 3/26/2024

SUBJECT: CONSIDERATION OF REQUEST TO REDUCE FLAT RATE FEES AT ANN STREET LANDFILL FOR CUMBERLAND CLEANS ANTI-LITTER CAMPAIGN

BACKGROUND

In celebration of National County Government Month and in an effort to reduce illegal dumping, Cumberland County Solid Waste is requesting Board approval to reduce by half the flat fee rates for pickup loads of municipal solid waste and the per item charge for bulky waste during April, May and June.

Solid Waste is inviting County residents to celebrate Earth Day and National Government Month with three campaigns during April:

1. Cumberland Clean Earth Day Celebration on April 20 with countywide cleanup
2. Cumberland Clean Start Pilot Program to reduce illegal dumping (April-June)
3. Cumberland Clean Cover Your Load Campaign

RECOMMENDATION / PROPOSED ACTION

County Management and the General Manager for Natural Resources request that the Board of Commissioners approve reducing the flat rate fee for pickup trucks from \$20 per load for MSW to \$10 per load and the single item bulky rate from \$10 to \$5 during April, May and June in an effort to reduce illegal dumping in the county.

ATTACHMENTS:

Description	Type
Cumberland Clean campaigns presentation	Backup Material

Cumberland County Solid Waste

Celebrating Earth Day

&

National County Government Month





National County Government Month April 2024

- Theme: **ForwardTogether**
- **Inspire** our residents to take an interest in and engage with their communities
- **Lead** in new and growing ways





Cumberland Clean Quick Facts

- Coincides with Earth Day Celebration coordinated by Sustainable Sandhills that includes 5K Fun Run, food and festivities
- Ways to volunteer for the countywide clean up:
 1. Visit Festival Park on April 20 between 8 a.m. and 12 p.m.
 2. Sign up ahead of time on County website; click on the homepage banner; pick your route
 3. Contact Solid Waste and pick up supplies the week prior to the event
- April 20 - 8 a.m. to 12 p.m.

Cumberland Clean Start Pilot Program

- A campaign to reduce illegal dumping to start during April (National County Government Month) and run through June
- Request:
 - Reduce the flat rate for pickup trucks from \$20 per load for MSW to \$10 per load
 - Reduce the single item bulky rate from \$10 to \$5
- Evaluate success by recording number of tickets for at least one month and recording dumping complaints

Cumberland Clean Cover Your Load Campaign

- Pop up inspection at container sites
- Distribute educational material
- Distribute tarps



CUMBERLAND COUNTY

NORTH CAROLINA



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 3/26/2024

**SUBJECT: CONSIDERATION OF RESOLUTION ELECTING THE AD VALOREM
METHOD FOR DISTRIBUTION OF SALES TAX PROCEEDS**

BACKGROUND

The last extension of the Sales Tax Distribution Interlocal Agreement terminates June 30, 2025. One of the terms in the agreement gives notice that the county board of commissioners intends to elect the ad valorem method of sales tax distribution in 2024. G.S. § 105-472 controls how a board of county commissioners may determine which distribution method shall be used. It requires the board to adopt a resolution to change the method of distribution only in the month of April with the change to become effective in the second fiscal year following adoption of the resolution. A certified copy of the resolution must also be delivered to the Secretary of Revenue within 15 days of adoption of the resolution. The attached resolution meets the statutory requirements for the board to change the distribution of sales tax proceeds from the existing per capita method to the ad valorem method to become effective FY26 commencing July 1, 2025.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board adopt the attached resolution entitled, "Resolution of the Cumberland County Board of Commissioners Electing the Ad Valorem Method of Distribution of the Net Proceeds of the Sales and Use Tax Pursuant to G.S. § 105-472(b)(2)."

ATTACHMENTS:

Description	Type
Resolution Electing the Ad Valorem Method of Distribution of Sales Tax Proceeds	Backup Material

**Resolution of the Cumberland County Board of Commissioners
Electing the Ad Valorem Method of Distribution of the
Net Proceeds of the Sales and Use Tax Pursuant to G.S. § 105-472(b)(2)**

Whereas, the Cumberland County Board of Commissioners (the “County”) and the governing boards of each of the municipalities located therein (the “Municipalities”) entered into an interlocal agreement in 2003 for the County to continue to elect the per capita method of sales tax distribution conditioned upon certain reimbursements by the Municipalities to mitigate the impact of the reallocation of sales tax revenue as a result of municipal annexations (the “Sales Tax Distribution Interlocal Agreement”); and

Whereas, the County and the Municipalities maintained the Sales Tax Distribution Interlocal Agreement through certain amendments and extensions to a term to end June 30, 2023, during which term the County expressed concerns which necessitated changing the sales tax distribution to the ad valorem method; and

Whereas, the Municipalities requested the County to extend the Sales Tax Distribution Interlocal Agreement to a term to end June 30, 2025, and the County agreed to this extension with notice of the County’s intent to elect the ad valorem method of distribution in 2024.

Be it therefore resolved, the ad valorem method of distribution of the net proceeds of the sales and use tax collected in Cumberland County shall be in effect in the county during the fiscal year following the succeeding fiscal year in accordance with N.C.G.S. § 105-472(b)(2).

Be it further resolved, the Clerk to the Board shall deliver a certified copy of this resolution to the Secretary of Revenue in Raleigh within 15 calendar days after its adoption.

Adopted April 1, 2024.

Cumberland County Board of Commissioners
By:

Glenn B. Adams, Chairman

Attest:

Andrea Tebbe, Clerk to the Board



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 3/20/2024

SUBJECT: CAPE FEAR VALLEY BOARD OF TRUSTEES (1 VACANCY)

BACKGROUND

At the March 18, 2024, regular meeting, the Board of Commissioners nominated the following individuals to fill the one (1) vacancy on the Cape Fear Valley Board of Trustees:

NOMINEE(S)

Ryan Aul

Dr. Torica Fuller

The membership roster for the Cape Fear Valley Board of Trustees has been attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint an individual to fill the one (1) vacancy on the Cape Fear Valley Board of Trustees.

ATTACHMENTS:

Description

Cape Fear Valley Board of Trustees Membership Roster

Type

Backup Material

CAPE FEAR VALLEY HEALTH SYSTEM
BOARD OF TRUSTEES
3 Year Term

2/23

(Two medical staff seats run from October to September for 2-year terms; remaining non-political seats expire in January.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Harnett Health Representative</u> Gene Lewis 1985 Eastwood Road, Ste. 110 Wilmington, NC 28403	10/21	1st	Jan/24 1/31/24	Yes
<u>Chief of Staff</u> Chukweumeka Chima, MD 3634 Cape Center Drive Fayetteville, NC 28304	10/22		Sept/25 09/30/25.	
(Medical Staff Seat: Term from October 1, 2022, to September 30, 2024)				
<u>Vice Chief of Staff</u> Girum Feyissa, MD 112 Sutton Street Fayetteville, NC 28305 910-615-5610	10/22		Sept/25 09/30/25	
(Medical Staff Seat: Term from October 1, 2022, to September 30, 2024)				
<u>Medical Doctor</u> Dr. Michael Jones 1261 Oliver Street Fayetteville, NC 28304 910-323-1628	2/21	1st	Jan/24 01/31/24	Yes
(County Commissioner Appointee)				
Dr. Myron Strickland 2029 Valleygate Drive Fayetteville, NC 28304 910-323-2103	2/21	1st	Jan/24 1/31/24.	Yes
(County Commissioner Appointee)				
<u>R.N. Position</u> Afua Arhin 1636 Cape Point Drive Fayetteville, NC 28312	2/21	1st	Jan/24 1/31/24	Yes
(CFVHS Appointee)				
Shannon A. Matthews, RN 5400 Ramsey Street 127 Nursing Building Fayetteville, NC 28311-1498 910-480-8479 smatthews@methodist.edu	3/22	1st	Jan/25 1/31/25	Yes
(County Commissioner Appointee)				

(Two medical staff seats run from October to September; remaining non-political seats expire in January.)

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>General Public (6)</u>				
Pamela Suggs Story 631 West Cochran Ave Fayetteville, NC 28301 339-8350/286-0783/678-2621 Venus_28301@yahoo.com	3/22	2nd	Jan/25 1/31/25	No
	(County Commissioner Appointee)			
Tammy S. Thurman Piedmont Natural Gas 1069 Wilkes Road Fayetteville, NC 28306 321-2982	2/21	2nd	Jan/24 01/31/24	No
	(CFVHS Appointee)			
Sanjay Shah, MD 3682 Raeburn Court Fayetteville, NC 28314 910-987-2571 SANMARGISHAH@GMAIL.COM	3/22	1st	Jan/25 1/31/25	Yes
	(County Commissioner Appointee)			
Chaplain Ernest Jones 2494 Celtic Drive Fayetteville, NC 28306 910-867-6762 chaplainernestjones@gmail.com	2 /23	1st	Jan/26 1/31/26	Yes
	(County Commissioner Appointee)			
Alicia Marks -Flowers 532 Lionshead Road #8 Fayetteville, NC 28311 910-273-4962 Alicia.marks.08@gmail.com	1/22	2nd	Jan/24 1/31/24	No
	(County Commissioner Appointee) Serving M. Faircloth's unexpired term.			
Larry Lancaster 2602 Dartmouth Drive Fayetteville, NC 28304 lll@nc.rr.com	2/23	1 st	Jan/26 1/31/26	Yes
	(County Commissioner Appointee)			

County Commissioners (7)

County Manager - ex officio non-voting member (7/28/87)

Ryan Aul, Ex-officio representing Cape Fear Valley Health Foundation

Contact: Michael Nagowski, Chief Executive Officer – Main Office 615-6700

Anita Melvin, Assistant to CEO – Direct Office 615-5812 – Fax 615-6160

admelmvin@capefearvalley.com / Reception 615-6700

PO Box 2000, Fayetteville NC 28302-2000

Regular Meeting: Last Wednesday of each month
Meeting held in the Board Room – 5:30 PM (No April Meeting, No July Meeting,
Combined Nov/December meeting)



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 3/19/2024

SUBJECT: CIVIC CENTER COMMISSION (3 VACANCIES)

BACKGROUND

At the March 18, 2024, regular meeting, the Board of Commissioners nominated the following individuals to fill three (3) vacancies on the Civic Center Commission:

NOMINEE(S):

Joshua Choi- Recommended by the Civic Center Commission

Dwight Thompson- Recommended by the Civic Center Commission

Kenneth Burns - Nominated by Commissioner Stewart

Jami McLaughlin - Nominated by Commissioner Faircloth

Peter Pappas- Nominated by Commissioner Boose

The membership roster for the Civic Center Commission attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint individuals to fill the three (3) vacancies on the Civic Center Commission.

ATTACHMENTS:

Description	Type
Crown Event Center Commission Membership Roster	Backup Material

CIVIC CENTER COMMISSION

3 Year Term

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Mark J. Yarboro (B/M) 1780 Geiberger Drive Fayetteville, NC 28303 703-624-7730 Yarboro.mark@yahoo.com	1/22	2nd	Jan/25 1/1/25.	No
Charles Grannis (W/M) (Chairman) 120 S. Churchill Drive Fayetteville, NC 28303 910-850-8865 Mcbrydeg@yahoo.com	1/22	2nd	Jan/25 1/1/25	No
Dr. Vikki Andrews (B/F) 2913 Beringer Drive Fayetteville, NC 28306 910-964-5828 Carasel1908@gmail.com	1/22	2nd	Jan/25 1/1/25.	No
Joe Gillis (W/M) 8623 Galatia Church Road Fayetteville, NC 28304 910-309-2001 MR.JHGILLIS@GMAIL.COM	3/23	3rd	Mar/24 3/31/24	No
Sheba McNeil (B/F) 542 Williwood Road Fayetteville, NC 28311 229-1111/568-5005	3/23	3rd	Mar/24 3/31/24	No
Raqi Barnett (B/F) 2107 Yates Ranch Road Hope Mills, NC 28348 910-916-0060 MEMPHISBARNETT@CCS.K12.NC.US	1/24	1st	Jan/25 1/1/25	Yes

Completing unexpired term of Greg Edge* *Eligible for 1 additional term

Gregory Parks (W/M) 307 Devane Street Fayetteville, NC 28305 484-9666/483-8194	3/23	3rd	Mar/24 3/31/24	No
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Civic Center Commission, page 2

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

<u>Date</u>	<u>Appointed</u>	<u>Eligible For</u>	<u>Term</u>	<u>Expires</u>	<u>Reappointment</u>
Name/Address					
Joseph F Quigg IV (W/M)	1/22		2nd	Jan/25	No
334 Echo Lane				1/1/25	
Fayetteville, NC 28303					
323-0994/229-4926/484-6131					
edstire@nc.rr.com					

Restaurant Owner (SL 1993-413)

Nathan Cuffee	1/24		1st	Jan/27	Yes
719 Marketview Court				1/31/27	
Fayetteville, NC 28301					
910-489-1057					
NLCUFFEE@GMAIL.COM					

**** At its November 17, 2014, meeting, the Cumberland County Board of Commissioners took action to request that the local legislative delegation submit a bill to the General Assembly to reduce the number of members on the Civic Center Commission from fifteen to nine. The bill is to be considered by the GA at its 2015 regular session. At its June 10, 2015, meeting, the NC General Assembly ratified Session Law 2015-61 Senate Bill 142 an act to reduce the number of members serving on the Cumberland County Civic Center Commission from 15 members to 9 members. ****

Ex Officio Member: County Manager or County Manager Designee

Commissioner Liaison – Jimmy Keefe

Meetings: 4th Tuesday of the month at 5:30 PM, Crown Center Board Room. 1960 Coliseum Drive

Contact: Seth Benalt, General Manager, Coliseum Complex (or Myra Brooks – 678-7757)



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 3/19/2024

**SUBJECT: FAYETTEVILLE-CUMBERLAND HUMAN RELATIONS COMMISSION
(4 VACANCIES)**

BACKGROUND

At the March 18, 2024, regular meeting, the Board of Commissioners nominated the following individuals to fill the four (4) vacancies on the Fayetteville-Cumberland Human Relations Commission:

NOMINEES:

**Sarah Burton
Michael Long
Laura Messler
Donna Pelham**

The membership roster for the Fayetteville-Cumberland Human Relations Commission is attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint individuals to fill the four (4) vacancies on the Fayetteville-Cumberland Human Relations Commission.

ATTACHMENTS:

Description	Type
Fayetteville-Cumberland Human Relations Roster	Backup Material

HUMAN RELATIONS COMMISSION
(County Commissioner Appointees)
2 Year Term

Name/Address	Date Appointed	Term	Expires	Eligible for Reappointment
Claudia Zamora (Resigned) 312 Shawcroft Rd Fayetteville, NC 28311 305-747-3004 claudiazamora@live.de	10/22	1st	Oct/24 10/31/24	Yes
Jessica Black (Removed 9/22) 4935 S. River School Road Wade, NC 28395 309-9921/483-0153 jegoetke@gmail.com	1/22	1st	Jan/24 1/31/24	Yes
Elmore Lowery (Removed 9/23) 5420 Ahoskie Drive Hope Mills, NC 28348 224-3578 dr.elmorelowery@gmail.com	1/22	1st	Jan/24 1/31/24	Yes
Abram Flores (Removed 9/23) 2914 Seawater Court Fayetteville, NC 28306 261-3199 (H) 984-900-3124 (M) ABRAM.FLORES@CCHARITIESDOR.ORG	5/22	2nd	May/24 5/31/24	Yes

Contact: Yamile Nazar, Human Relations Manager - Phone: 433-1696 / Fax: 433-1535
Fayetteville-Cumberland Human Relations Department

Meetings: 2nd Thursday of every month – 5:30 pm (except July)
Festival Park Plaza Training Room
225 Ray Ave, Fayetteville



BOARD OF COMMISSIONERS' OFFICE

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 3/20/2024

**SUBJECT: JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY
COUNCIL (1 VACANCY)**

BACKGROUND

At the March 18, 2024, regular meeting, the Board of Commissioners nominated the following individual to fill the one (1) vacancy on the Joint Fort Liberty and Cumberland County Food Policy Council:

Member Representing Local Higher Education (Fayetteville State University, Methodist University, & Fayetteville Technical Community College)

NOMINEE:

Joyce Adams

The membership roster for the Joint Fort Liberty & Cumberland County Food Policy Council has been attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint an individual to fill the one (1) vacancy on the Joint Fort Liberty & Cumberland County Food Policy Council.

ATTACHMENTS:

Description

Joint Fort Liberty & Cumberland County Food Policy Council Roster

Type

Backup Material

FORT BRAGG & CUMBERLAND COUNTY
FOOD POLICY COUNCIL
1 Year Term on Formation/ 2-Year Terms

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
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Co-Chair / Military Chair from Fort Bragg (1)

Katina Foxworth 2539 HAMILTON STREET FORT BRAGG, NC 28310 910-381-0817 910-907-7656 KATINA.M.FOXWORTH.MIL@HEALTH.MIL	6/23	1 st	June/25 6/30/25	Yes
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Co-Chair / Civilian Chair from Cumberland County (1)

(VACANT)	12/21	1 st	Dec/22 12/31/22	Yes
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Members Who Do Not Work in Local Government or Health Agencies (3)

Clifton Johnson (B/M) 918 Liberty Lane Fayetteville, NC 28311 706-550-8270 clifton4mayor@gmail.com	2/23	1 st	Feb/25 2/28/25	Yes
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Veronica Feliciano (H/F) Need information	4/23	1 st	April/25 4/30/25.	No
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Lauren R. Tyler (-/-) 2613 Beard Road Eastover, NC 28312 910-514-0628 Trucolor3@gmail.com	4/23	2nd	April/25 4/20/25	No
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Members Involved in Local Farming and Agriculture (2)

Alexis McClain (B/M) 822 Ancient Court Fayetteville, NC 28312 209-443-0111 alexiesmcclain03@gmail.com	1/23	1 st	Jan/25 1/31/25	Yes
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Elliott, Robert (Native/White/M) 160 Brookstone Drive Cameron, NC 28326 252-725-4875 vetfarmpfnc@gmail.com	1/23	1 st	Jan/25 1/31/25.	Yes
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Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
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Member Representing Local Higher Education (Fayetteville State University, Methodist University, & Fayetteville Technical Community College) (1)

(RESIGNED)	4/23	2 nd	Apr/25 4/30/25	Yes
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Member Representing Fort Bragg Schools (1)

(VACANT)	11/21	1 st	Nov/22 11/30/22	Yes
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Member Representing Cumberland County School District (1)

(VACANT)	2/22	1 st	Feb/23 2/28/23	Yes
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Members Who Work in the Fields of Healthcare, Public Health, Food Insecurity/Food Access, or Child and Adult Care (3)

Shella Korch (W/F) 2113 Stonewash Drive Fayetteville, NC 28306 972-992-8508/223-3393 s.korch@carolinaccc.com	4/23	2 nd	Apr/25 4/30/25.	No
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Natasha Randall (B/F) 1508 Richborough Ct Fayetteville, NC 28314 910-207-3608 natasharandall717@yahoo.com	4/23	1 st	April/25 4/30/25	No
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Shannon Gettings (W/F) 3551 Sturbridge Drive Hope Mills, NC 28348 382-0804/826-3131 cscott@ccpfc.org	6/23	1 st	June/25 6/30/25	Yes
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<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
<u>Members Who Work in Local Government (2)</u>				
Kenny Bailey (B/F) 301 East Mountain Drive Fayetteville, NC 28306 910-321-6871 Kenneth_Bailey@NCSU.EDU	6/23	1 st	June/25 6/30/25	Yes
(VACANT)	4/23	2 nd	Apr/24 4/30/24	Yes

Contact: Martina Sconiers-Talbert, Grants Manager / 910-433-3672

Meetings: The Co-chairs will convene and preside over meetings. At a minimum 4 meetings will be held each year on dates chosen by the Executive Committee. Meetings are the first Wednesday of the month alternating 5:00 PM and 12:00 PM, beginning with 5:00 PM in January and ending with 12:00 PM in December.

Meeting Location: Public Health, 1235 Ramsey Street, Fayetteville, NC

The Board of Commissioners adopted a resolution supporting the establishment of the Fort Bragg & Cumberland County Food Policy Council June 21, 2021. Structure as 15 members with specific categories adopted as part of resolution.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF APRIL 1, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 3/26/2024

SUBJECT: AWARD OF THE CONSTRUCTION CONTRACT FOR TEST WELL PROGRAM - GRAY'S CREEK PHASE 1

BACKGROUND

Cumberland County, on behalf of the Gray's Creek Water and Sewer District, solicited formal bids for test wells in Gray's Creek. The contract scope of work includes the construction, aquifer testing, and well water quality testing for three test wells. The County completed a hydrogeological framework that identified this test well corridor as a potential supplemental wellfield for the Gray's Creek Water and Sewer District. The test well program will begin in the supplemental wellfield because of its proximity to the project area identified as Gray's Creek Water and Sewer District Phase 1.

The project was formally bid in accordance with federal requirements because of the use of the County's ARPA funding. Three bids were received. Bill's Well Drilling Company, A.C. Shultes of Carolina, Inc. and FTE Drilling USA, Inc. submitted bids. Errors and inconsistencies were identified in the bid packages. The County Attorney has reviewed these items and determined that the bids were responsive.

The lowest responsive bid was from Bill's Well Drilling Company in the amount of \$319,630.00. The bidder proposed to self-perform all work.

Funding for the contract will be from the Capital Project Budget Ordinance #241062 for Gray's Creek Water and Sewer District Water Main Extension – Phase 1.

RECOMMENDATION / PROPOSED ACTION

County Management, the General Manager for Natural Resources and the Public Utilities Division recommend approval of the following actions by the Board of Commissioners and the Gray's Creek Water and Sewer District Governing Board:

Accept the bid for the Test Well Program – Gray's Creek Phase 1 project and award a construction contract to Bill's Well Drilling in the amount of \$351,593 inclusive of 10% for contingency purposes.

ATTACHMENTS:

Description	Type
Bid Award Recommendation	Backup Material
Legal Review	Backup Material



March 18, 2024

Amanda L. Bader, PE
Director, Solid Waste Management Department
General Manager for Natural Resources
Cumberland County, NC
698 Ann St
Fayetteville, NC 28301

Dear Ms. Bader:

HDR Engineering, Inc. of the Carolinas (HDR) offers this findings summary from our evaluation of the three bids received for the Test Well Program – Gray's Creek Phase I project. The project was advertised for bids on February 20, 2024. Four contractors attended the mandatory pre-bid meeting on February 29, 2024. Five addenda were issued. Three bids were received on March 13, 2024. Prior to the opening of the bids the following questions were asked:

1. Was anyone denied the right to bid?
2. Are there any objections to proceeding with the bid opening?

The answers were "no" and the bids were opened in alphabetical order and read aloud. Copies of the bid packages are attached. HDR developed the attached Bid Tabulation Summary.

Results

Firm	Subtotal Base Bid Unit Price Items	Subtotal Add Alternate Bid Unit Price Items	Total Bid Price (Base Bid and Add Alternates)
Bill's Well Drilling Co	\$289,880.00	\$29,750.00	\$319,630.00
A.C. Shultes of Carolina, Inc.	\$351,938.00	\$13,375.00	\$365,313.00
FTE Drilling USA Inc	\$1,036,319.65	\$24,000.00	\$1,060,319.65

Bid Tabulation Notes

The following notes are provided on the Bid Tabulation:

1. FTE Drilling USA Inc - Mathematical errors on items No. 13. and BA-02. Errors impact Bid Amount, Subtotal Base Bid Unit Price Items, Subtotal Add Alternate Bid Unit Price Items, and Total Bid Price (Base Bid and Add Alternate). Corrected totals noted in *italics* and underlined.
2. FTE Drilling USA Inc - Outside of bid envelope was not complete per requirements.
3. Bill's Well Drilling Co - Did not provide Authority to do Business in NC. Based on HDR search of North Carolina Secretary of State website, Bill's Well Drilling Co is properly registered.

4. FTE Drilling USA Inc – Does not hold a General Contractor license in the state of North Carolina. Firm is currently in the process of obtaining a North Carolina General Contractors license and commits to having prior to bid award.
5. A. C. Schultes of Carolina, Inc. - Minority participation goal was 15%. Provided zero percent participation.
6. Bill's Well Drilling Co - Minority participation goal was 15%. Provided zero percent participation.

Recommendation

Based on our review of documentation required by the Contract Documents, errors and minor inconsistencies were identified. HDR recommends Cumberland County seek legal advice on the information provided. Specific attention should be given to the FTE Drilling USA Inc bid. The bid from FTE Drilling USA Inc does not appear to be valid for award. The Bid Documents require the Bidder to hold a General Contractors license in the state of North Carolina. FTE Drilling USA Inc states they are in the process of obtaining the General Contractor license and have provided drilling services in North Carolina without it. A determination needs to be made to confirm if the bid from FTE Drilling USA Inc should be considered one of three to meet the minimum requirements of three bids.

If Cumberland County determines the three Bids provided are responsive, then HDR recommends the project be awarded to Bill's Well Drilling Co in the amount of \$319,630.00. Per the Contract Documents the bids remain subject to acceptance for 90 days or until June 11, 2024.

HDR greatly appreciates the opportunity to serve Cumberland County. HDR stands ready to assist Cumberland County with the next steps with the project. Should you have any questions, please reach out.

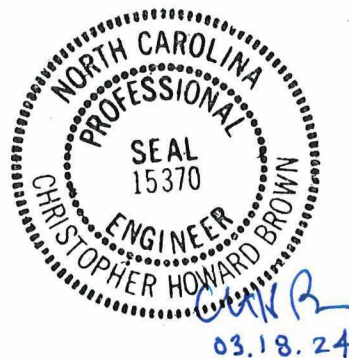
Sincerely,
HDR Engineering, Inc. of the Carolinas



Christopher H. Brown, PE
Senior Vice President

CC: Sally Shutt, Cumberland County
Amy Hall, Cumberland County
Johnny Scott, Cumberland County

Enclosures: Certified Bid Tabulation
Bid Package from Bill's Well Drilling Co
Bid Package from A.C. Shultes of Carolina, Inc.
Bid Package from FTE Drilling USA Inc

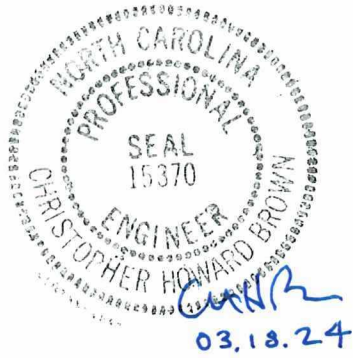




BID TABULATION

CUMBERLAND COUNTY, NORTH CAROLINA
TEST WELL PROGRAM – GRAY’S CREEK PHASE I
HDR PROJECT NO. 10383081

BID OPENING
MARCH 13, 2024
2:00 P.M.



Item No.	Description	Unit	Estimated Quantity	A.C. Schultes of Carolina		Bill's Well Drilling Co		FTE Drilling USA Inc	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
Base Bid Items									
1	Mobilization and Demobilization	EA	1	\$15,343.00	\$15,343.00	\$10,000.00	\$10,000.00	\$113,500.00	\$113,500.00
2	Site Work and Restoration TW1	EA	1	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$75,000.00	\$75,000.00
3	Site Work and Restoration TW2	EA	1	\$35,500.00	\$35,500.00	\$25,000.00	\$25,000.00	\$75,000.00	\$75,000.00
4	Site Work and Restoration TW3	EA	1	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$75,000.00	\$75,000.00
5	16-inch Outer Casing	FT	240	\$275.00	\$66,000.00	\$250.00	\$60,000.00	\$1,011.25	\$242,700.00
6	Bore Hole	FT	540	\$93.00	\$50,220.00	\$55.00	\$29,700.00	\$291.11	\$157,199.40
7	Test Well Geophysical Logs	EA	3	\$3,000.00	\$9,000.00	\$1,500.00	\$4,500.00	\$15,000.00	\$45,000.00
8	6.9-inch Well	FT	300	\$45.00	\$13,500.00	\$40.00	\$12,000.00	\$242.20	\$72,660.00
9	4-inch Well Screen	FT	225	\$86.00	\$19,350.00	\$100.00	\$22,500.00	\$244.89	\$55,100.25
10	Well Development	EA	3	\$17,550.00	\$52,650.00	\$5,000.00	\$15,000.00	\$10,000.00	\$30,000.00
11	Aquifer Testing	EA	3	\$13,225.00	\$39,675.00	\$15,000.00	\$45,000.00	\$20,200.00	\$60,600.00
12	Testing for Well Water Quality	EA	3	\$8,800.00	\$26,400.00	\$11,160.00	\$33,480.00	\$1,500.00	\$4,500.00
13	Test Well Protection	EA	2	\$1,500.00	\$3,000.00	\$2,500.00	\$5,000.00	\$8,280.00	<u>\$16,560.00</u>
14	Well Abandonment	FT	180	\$35.00	\$6,300.00	\$15.00	\$2,700.00	\$75.00	\$13,500.00
Subtotal Base Bid Unit Price Items:				\$351,938.00		\$289,880.00		<u>\$1,036,319.65</u>	
Add Alternate Items									
BA-01	Test Well 3 (TW3) Driveway	EA	1	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
BA-02	Substitute Screen (30-slot PVC VEE-WIRE in lieu of SS)	FT	225	\$35.00	\$7,875.00	\$110.00	\$24,750.00	\$40.00	<u>\$9,000.00</u>
Subtotal Add Alternate Bid Unit Price Items:				\$13,375.00		\$29,750.00		<u>\$24,000.00</u>	
Total Bid Price (Base Bid and Add Alternates)				\$365,313.00		\$319,630.00		<u>\$1,060,319.65</u>	
Bidding Document Requirements									
Attended Pre-Bid Conference				Yes, attended		Yes, attended		Yes, attended	
Bid Bond				Yes, provided		Yes, provided		Yes, provided	
List of Subs				Yes, provided		Yes, provided		Yes, provided	
List of Suppliers				Yes, provided		Yes, provided		Yes, provided	
Authority to do Business in NC				Yes		Yes, but not provided with bid.		Yes	
Contractor License				Yes, 29599		Yes, 48474		No	
Qualifications Statement				Yes, provided		Yes, provided		Yes, provided	
Identification of Minority Business Participation				Yes, Addivadit B provided. Zero percent participation.		Yes, Addivadit B provided. Zero percent participation.		Yes, Addivadit A provided.	
Minority Participation Percentage				Zero		Zero		\$225,000	
Acknowledged Receipt of 5 Addenda				Yes, each of the five addenda acknowledged.		Yes, each of the five addenda acknowledged.		Yes, each of the five addenda acknowledged.	
Executed Bidder's Certifications				Yes, provided		Yes, provided		Yes, provided	

Notes:

1. FTE Drilling USA Inc - Mathmatical errors on Items No. 13. and BA-02. Errors impact Bid Amount, Subtotal Base Bid Unit Price Items, Subtotal Add Alternate Bid Unit Price Items, and Total Bid Price (Base Bid and Add Alternate). Corrected totals noted in *italics* and underlined.

2. FTE Drilling USA Inc - Outside of bid envelope was not complete per requirements.

3. Bill's Well Drilling Co - Did not provide Authority to do Business in NC. Based on HDR search of North Carolina Secretary of State website, Bill's Well Drilling Co is properly registered.

4. FTE Drilling USA Inc - Noted firm is currently in the process of obtaining a North Carolina General Contractors license and commits to having prior to bid award.

5. A. C. Schultes of Carolina, Inc. - Minority participation goal was 15%. Provided zero percent participation.

6. Bill's Well Drilling Co - Minority participation goal was 15%. Provided zero percent participation.

A.C. Schultes of Carolina, Inc.
354 Sawdust Rd
Rocky Point, NC 28457
Phone: 910-285-7465
Fax: 910-285-6501

Cumberland County
130 Gillespie Street
Room 214
Fayetteville, NC 28301

**TEST WELL PROGRAM –
GRAY'S CREEK PHASE I
DATE: 3/13/2024 TIME: 2:00 PM
NC LICENSE NO: 48474**

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Cumberland County, NC
130 Gillespie St.
Room 214
Fayetteville, NC 28301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Identification of Minority Business Participation.

ARTICLE 3—BASIS OF BID

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

1. Unit Price (Base Bid and Add Alternates)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Base Bid Items					
1	Mobilization and Demobilization	EA	1	\$15,343	\$ 15,343
2	Site Work and Restoration TW1	EA	1	\$7,500	\$ 7,500
3	Site Work and Restoration TW2	EA	1	\$35,500	\$ 35,500
4	Site Work and Restoration TW3	EA	1	\$7,500	\$ 7,500
5	16-inch Outer Casing	FT	240	\$275	\$ 66,000
6	Bore Hole	FT	540	\$93	\$ 50,220
7	Test Well Geophysical Logs	EA	3	\$3,000	\$ 9,000
8	6.9-inch Well	FT	300	\$45	\$ 13,500
9	4-inch Well Screen	FT	225	\$86	\$ 19,350
10	Well Development	EA	3	\$17,550	\$ 52,650
11	Aquifer Testing	EA	3	\$13,225	\$ 39,675
12	Testing for Well Water Quality	EA	3	\$8,800	\$ 26,400
13	Test Well Protection	EA	2	\$1,500	\$ 3,000
14	Well Abandonment	FT	180	\$35	\$ 6,300
Subtotal Base Bid Unit Price Items:					\$ 351,938
Add Alternate Items					
BA-01	Test Well 3 (TW3) Driveway	EA	1	\$5,500	\$ 5,500
BA-02	Substitute Screen (30-slot PVC VEE-WIRE in lieu of SS)	FT	225	\$35	\$ 7,875
Subtotal Add Alternate Bid Unit Price Items:					\$ 13,375

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Base Bid and Alternates)

Total Bid Price (Base Bid and Add Alternates)	\$ 365,313
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ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	2/23/24
2	3/1/24
3	3/5/24

4 - 3/6/24 5-3/8/24

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

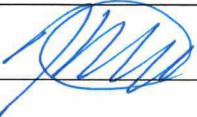
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

A.C. Schultes of Carolina, Inc.

(typed or printed name of organization)

By: 
(individual's signature)

Name: Kyle Jefferys
(typed or printed)

Title: Vice President
(typed or printed)

Date: 3/13/24
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: 
(individual's signature)

Name: William Jefferys
(typed or printed)

Title: President
(typed or printed)

Date: 3/13/24
(typed or printed)

Bidder's Address for giving notices:

354 Sawdust Road

Rocky Point, NC 28457

Bidder's Contact Person:

Name: Jeovany Gutierrez-Bautista
(typed or printed)

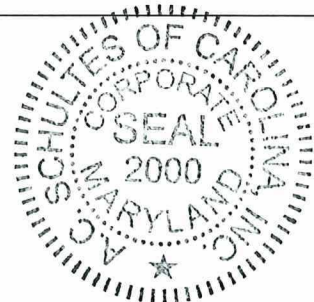
Title: Project / Production Manager
(typed or printed)

Phone: 910-285-7465

Email: jeovany@acschultesnc.com

Address: 354 Sawdust Road
Rocky Point, NC 28457

Bidder's Contractor License No.: (if applicable) 48474



BID BOND (PENAL SUM FORM)

Bidder Name: A.C. Schultes of Carolina, Inc. Address 354 Sawdust Road Rocky Point, NC 28457	Surety Name: Western Surety Company Address 151 N. Franklin Street Chicago, IL 60606
Owner Name: Cumberland County, NC Address (principal place of business): 130 Gillespie Street Room 214 Fayetteville, North Carolina 28301	Bid Project (name and location): Test Well Program – Gray's Creek Phase I, Cumberland County, NC Bid Due Date: March 11, 2024
Bond Penal Sum: Five Percent (5%) of Total Bid Amount Date of Bond: Mach 11, 2024]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder A.C. Schultes of Carolina, Inc. _____ (Full formal name of Bidder)	Surety Western Surety Company _____ (Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of Attorney)
Name: <u>Kyle Jefferys</u> (Printed or typed)	Name: Daniel P. Dunigan (Printed or typed)
Title: <u>Vice President</u>	Title: Attorney in Fact
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: <u>Constance Argenplos</u> (Printed or typed)	Name: Theresa Bassett (Printed or typed)
Title: <u>Admin Assistant</u>	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as *if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.*
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Daniel P Dunigan, Brian C Block, Joseph W Kolok Jr, James L Hahn, Kelly G Hennessy, Individually

of Berwyn, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of January, 2024.



WESTERN SURETY COMPANY

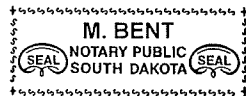
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of March, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

LIST OF PROPOSED SUPPLIERS

I, A.C. Schultes of Carolina, Inc.

(Name of Bidder)

do hereby certify that on this project, we propose to use the following vendors or suppliers.

Firm Name, Address and Phone #	Work type
Johnson Screens, Inc. 800-833-9473	Screens
1950 Old Hwy 8 NW New Brighton, MN 55112	
Southern Products 910-281-3189	Gravel
PO Drawer 189 Hoffman, NC 28347	
Drillers Service 910-799-1128	Well Casing
4520 Technology Drive Wilmington, NC 28405	

LIST OF PROPOSED SUBCONTRACTORS

I, A.C. Schultes of Carolina, Inc.
(Name of Bidder)

do hereby certify that on this project, we propose to use the following subcontractors or providers of professional services.

Firm Name, Address and Phone #	Work type
NONE - Self Perform	

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	A.C. Schultes of Carolina, Inc.		
Corporate Office 354 Sawdust Road, Rocky Point, NC 28457			
Name:	Kyle Jefferys	Phone number:	910-285-7465
Title:	Vice President	Email address:	kyle@acschultesnc.com
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	February 2000	State in which Business was formed:	NC
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	William Jefferys	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Kyle Jefferys	Title:	Vice President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:	Jeffrey DeMatte	Title:	Secretary / Treasurer
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	General Contracting		
Licensing Agency:	North Carolina - Licensing Board for General Contractors		
License No:	48474	Expiration Date:	12/31/2024
Name of License:	General Contractor		
Licensing Agency:	South Carolina Dept of Labor, Licensing and Regulation		
License No:	CLG.111937	Expiration Date:	10/31/2024

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization.

Name of Business's Safety Officer:		Jeovany Gutierrez-Bautista	
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
10-Hour Construction Safety and Health	OSHA	January 2025	
Confined Space & Excavation	United Rentals	January 2025	

ARTICLE 5—FINANCIAL

5.01 Not used

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:		Western Surety Company		
Surety is a corporation organized and existing under the laws of the state of:			IL	
Is surety authorized to provide surety bonds in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?				
<input type="checkbox"/> Yes <input type="checkbox"/> No				
Mailing Address (principal place of business):		151 N. Franklin Street		
		Chicago, IL 60606		
Physical Address (principal place of business):				
Phone (main):			Phone (claims):	

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Odell Studner Group, LLC		GL, Auto, WC	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):		200 North Warner Road, Ste 450 King of Prussia, PA 19406	
Physical Address (principal place of business):			
Phone (main):	484-586-3900	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	30
Estimate of revenue for the current year:	13 Million
Estimate of revenue for the previous year:	13 Million

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: 24				
As a drilling contractor: 24				
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Provide full details in a separate attachment if the response to any of these questions is Yes.


- 8.03 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.04 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Not used
 - D. Not used
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.03.
 - G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.04.
 - H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: A.C. Schultes of Carolina, Inc.
(typed or printed name of organization)


By: 
(individual's signature)

Name: Kyle Jefferys
(typed or printed)

Title: Vice President
(typed or printed)

Date: 3/13/24
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: William Jefferys
(typed or printed)

Title: President
(typed or printed)

Address for giving notices:
354 Sawdust Road
Rocky Point, NC 28457

Designated Representative:

Name: Kyle Jefferys
(typed or printed)

Title: Vice President
(typed or printed)

Address: 354 Sawdust Road
Rocky Point, NC 28457

Phone: 910-285-7465

Email: kyle@acschultesnc.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	A.C. Schultes of Carolina, Inc.				
Project Owner	Grand Strand Water and Sewer		Project Name	Central ASR Well	
General Description of Project	Drill 24 x 12 Production Well to 800'				
Project Cost	\$728,723		Date Project Completed	February 2024	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Jeovany Bautista		Ivinn Bautista		Jeovany Bautista
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Dustin Harbin	Authority Water Supervisor	Grand Strand Water and Sewer	843-443-8200	dharbin@gswsa.com
Designer					
Construction Manager					
Project Owner	Onslow Water and Sewer Authority (ONWASA)		Project Name	Dixon Test Wells DT4R, DT12	
General Description of Project	Drill (2) 14 x 6 Test Wells				
Project Cost	\$127,726		Date Project Completed	December 2023	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Jeovany Bautista		Ivinn Bautista		Jeovany Bautista
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Seth Brown		ONWASA	910-937-7521	sbrown@onwasa.com
Designer	John Wise	Engineer of Record	GMA	919-363-6310	john@gma-nc.com
Construction Manager	John Wise	Engineer of Record	GMA	919-363-6310	john@gma-nc.com
Project Owner	South Island Public Service District		Project Name	Cretaceous Well 2 Drilling Phase	
General Description of Project	Drill Production Well 36 x 24 @ 250'				
Project Cost	\$873,720		Date Project Completed	August 2023	
Key Project Personnel	Project Manager		Project Superintendent		Quality Control Manager
Name	Jeovany Bautista		Ivinn Bautista		Jeovany Bautista
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Eddie Nettles	Operations Manager	SI Public Service District	843-816-3533	eddie@sipsd.com
Designer	Jay Holley		GMA		jay@gma-nc.com
Construction Manager	Tom Seacord	Engineer	Carollo Engineering	208-327-2602	tseacord@carollo.com

Schedule C—Key Individuals

Project Manager			
Name of individual		Jeovany Gutierrez-Bautista	
Years of experience as project manager		8	
Years of experience with this organization		15	
Number of similar projects as project manager		64	
Number of similar projects in other positions		129	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Mt. Pleasant Highway 17		25%	
Bill Clark Homes		20%	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Tony Hill	Name	Landon Weaver
Title/Position	Water Operations Supervisor	Title/Position	Land Manager
Organization	Mt. Pleasant Waterworks	Organization	Bill Clark Homes of Wilmington, LLC
Telephone	843-884-9626	Telephone	252-214-6801
Email	thill@mpwonline.com	Email	lweaver@billclarkhomes.com
Project	Hwy 17 Test Well Drilling	Project	Sidbury Landing Subdivision
Candidate's role on project	Project Supervisor	Candidate's role on project	Project Supervisor
Project Superintendent			
Name of individual		Irvinn Bautista	
Years of experience as project superintendent		8	
Years of experience with this organization		10	
Number of similar projects as project superintendent		64	
Number of similar projects in other positions		80	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Mt. Pleasant Hwy 17		50%	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Tony Hill	Name	
Title/Position	Water Operations Supervisor	Title/Position	
Organization	Mt. Pleasant Waterworks	Organization	
Telephone	843-884-9626	Telephone	
Email	thill@mpwonline.com	Email	
Project	Hwy 17 Test Well Drilling	Project	
Candidate's role on project	Project Manager	Candidate's role on project	

Safety Manager			
Name of individual		Jeovany Gutierrez-Bautista	
Years of experience as project manager		8	
Years of experience with this organization		15	
Number of similar projects as project manager		64	
Number of similar projects in other positions		129	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual		Jeovany Gutierrez-Bautista	
Years of experience as project superintendent		8	
Years of experience with this organization		15	
Number of similar projects as project superintendent		64	
Number of similar projects in other positions		129	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Jeovany Gutierrez Bautista

157 Eastwood Dr.
Wallace, NC 28466
Cell (252)775-9041

Employment

2008-present

AC Schultes of Carolina

Project/ Production Manager

A construction company that works in the utility industry
Company's background is based on water utilities such as various water wells, pipelines, water storage tanks, lift stations, and wastewater.

Responsibilities

Manage and oversee project operations and scheduling.
Project sales and administration.
Managing safety regulations in the field.
Safety analysis and visual inspections.
Communicate and/or meet with customers or inspectors.
Job closeout reports.

2006-2008

Pizza Hut, Assistant Manager

Managed restaurant and personnel.

Perform random sanitary and safety inspections.

Training employees, Accounting, scheduling, sales, order taking, order material and inventory.

Qualifications

Water Well contractor's license for North Carolina and South Carolina

Bilingual (English/Spanish)

OSHA (40 hr.) Certification Hazwoper 1910.120

Mid Atlantic Safety Council (MASC) certification

Adult First Aid/CPR/AED certified by American Red Cross

Telescopic Crane Certification

Heavy Machinery Operator Certification

Welder

Mechanically Inclined

Commercial Driver License Class A

Computer knowledge (Microsoft word, power point, excel)

Education

2012-Spring 2015

Wayne Community College, Goldsboro NC
Business Administration/ Operation Management
Graduated with Associates
GPA 3.475

About

I am a hard working individual who works hard to achieve my goals. I always shoot to do my best at whatever project I get involved in. Therefore, at every job I go to I strive to accumulate as much knowledge and skills I can to perform my best and be as efficient as possible. After all education is the one thing that a person cannot get enough of.

Irvinn Gutierrez Bautista

511 Steven St.
Wallace, NC 28466

Employment

2014-present

AC Schultes of Carolina

Foreman/Driller

Responsibilities

Review and oversee project plans and specs.

Jobsite safety management.

Drilling operations.

Heavy equipment operations.

Welding.

Drilling mud controls.

Erosion Control protocols.

Well construction.

Water well development and pumping.

Well pump design.

Pump Installation

2013-2014 Industrial Concrete

Jacksonville, NC

Crew laborer

Grade, form pad, tie rebar, pour pad, finish, and cure concrete.

Equipment operator

Qualifications

Water Well contractor's license for North Carolina and South Carolina

Bilingual (English/Spanish)

OSHA Certification

Adult First Aid/CPR/AED certified by American Red Cross

Telescopic Crane Certification

Heavy Machinery Operator Certification

Welder

Mechanically Inclined

Commercial Driver License Class A

Education

2009-2013

East Duplin High School

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

I, A.C. Schultes of Carolina, Inc.
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*Minority Category
NONE		

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

The total value of minority business contracting will be (\$) 0.00.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Pender

(Name of Bidder)

N/A

Affidavit of A.C. Schultes of Carolina, Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner.

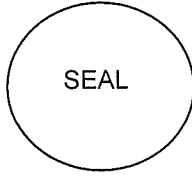
Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Pender

Affidavit of A.C. Schultes of Carolina, Inc.

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Test Well Program Gray's Creek Phase I

(Name of Project)

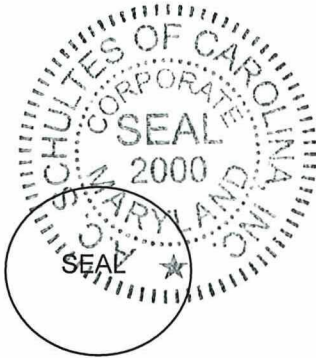
_____ contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: 3/13/24 Name of Authorized Officer: Kyle Jefferys



Signature: _____

Title: Vice President

State of North Carolina, County of New Hanover

Subscribed and sworn to before me this 13th day of March, 2024

Notary Public [Signature]

My commission expires April 25, 2024



CORPORATE RESOLUTION

The undersigned, as Secretary of A. C. Schultes of Carolina, Inc. a corporation duly organized and existing under the laws of the State of Maryland, hereby certifies that a meeting of the Board of Directors of said Corporation was duly called and held at its office at 354 Sawdust Road, Rocky Point, in the state of North Carolina, on the 2nd day of January 2024, that at said meeting a quorum was present and voting throughout; and that the following resolution on motion duly made and seconded was unanimously adopted and will be effective the 2nd day of January, 2024 and is now in full force and effect:

RESOLVED, that the following officers have authority to sign bids contracts on behalf of A. C. Schultes of Carolina, Inc.

President:	William J. Jefferys
Vice President:	Kyle Jefferys
Secretary:	Jeffrey A. DeMatte
Treasurer:	Jeffrey A. DeMatte

I FURTHER Certify that there is no provision in the Certificate of Incorporation or By-Laws of the said corporation limiting the power of the Board of Directors to pass the foregoing resolution, and that the same is in conformity with the provisions of said Certificate of Incorporation and By-Laws.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the said corporation and affixed the corporation seal this 2nd day of January 2024.



Jeffrey A. DeMatte
Secretary



Secretary of State

Expiration Date

12/31/2024

License No.

48474

North Carolina

Licensing Board for General Contractors

This is to Certify That:

A.C. Schultes of Carolina, Inc.

Rocky Point, NC

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Public Utilities

until

December 31, 2024

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2024

This certificate may not be altered.



Robert H. H. H.
Chairman

C. Frank Wiesner
Secretary-Treasurer

Bill's Well Drilling Co.
800 McArthur Rd
Fayetteville, NC 28311
NC Well Certification # 3465-A
GC – 29599-PU

Sealed Bid
Date: March 13th, 2024
Time: 2:00 pm
Test Well Program - Gray's Creek Phase I

Cumberland County, NC
130 Gillespie St
Room 214
Fayetteville, NC 28301

BID FORM
FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Cumberland County, NC
130 Gillespie St.
Room 214
Fayetteville, NC 28301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Identification of Minority Business Participation.

ARTICLE 3—BASIS OF BID

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

1. Unit Price (Base Bid and Add Alternates)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Base Bid Items					
1	Mobilization and Demobilization	EA	1	10,000.00	\$ 10,000.00
2	Site Work and Restoration TW1	EA	1	15,000.00	\$ 15,000.00
3	Site Work and Restoration TW2	EA	1	25,000.00	\$ 25,000.00
4	Site Work and Restoration TW3	EA	1	10,000.00	\$ 10,000.00
5	16-inch Outer Casing	FT	240	250.00	\$ 60,000.00
6	Bore Hole	FT	540	55.00	\$ 29,700.00
7	Test Well Geophysical Logs	EA	3	1,500.00	\$ 4,500.00
8	6.9-inch Well	FT	300	40.00	\$ 12,000.00
9	4-inch Well Screen	FT	225	100.00	\$ 22,500.00
10	Well Development	EA	3	5,000.00	\$ 15,000.00
11	Aquifer Testing	EA	3	15,000.00	\$ 45,000.00
12	Testing for Well Water Quality	EA	3	11,160.00	\$ 33,480.00
13	Test Well Protection	EA	2	2,500.00	\$ 5,000.00
14	Well Abandonment	FT	180	15.00	\$ 2,700.00
Subtotal Base Bid Unit Price Items:					\$ 289,880.00
Add Alternate Items					
BA-01	Test Well 3 (TW3) Driveway	EA	1	5,000.00	\$ 5,000.00
BA-02	Substitute Screen (30-slot PVC VEE-WIRE in lieu of SS)	FT	225	110.00	\$ 24,750.00
Subtotal Add Alternate Bid Unit Price Items:					\$ 29,750.00

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Base Bid and Alternates)

Total Bid Price (Base Bid and Add Alternates)	\$ 319,630.00
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ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	2-23-24
2	3-1-24
3	3-5-24
4	3-6-24
5	3-8-24

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

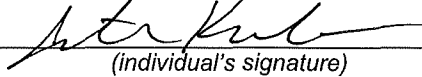
BIDDER hereby submits this Bid as set forth above:

Bidder:

Bill's Well Drilling Co

(typed or printed name of organization)

By:



(individual's signature)

Name:

Jonathan Kamionka

(typed or printed)

Title:

President

(typed or printed)

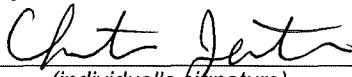
Date:

3-13-24

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Christina Jester

(typed or printed)

Title:

Sec/Tres

(typed or printed)

Date:

3-13-24

(typed or printed)

Bidder's Address for giving notices:

800 McArthur Rd, Fayetteville, NC 28311

Bidder's Contact Person:

Name:

Jonathan Kamionka

(typed or printed)

Title:

President

(typed or printed)

Phone:

910-488-3740

Email:

office@billswelldrilling.com

Address:

800 McArthur Rd, Fayetteville, NC 28311

Bidder's Contractor License No.: (if applicable)

29599

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BID BOND (PENAL SUM FORM)

Bidder Name: Bill's Well Drilling Co Address (principal place of business): 800 McArthur Road Fayetteville, NC 28311-1960	Surety Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
Owner Name: Cumberland County, NC Address (principal place of business): 130 Gillespie Street, Room 214 Fayetteville, NC 28301	Bid Project (name and location): Test Well Program- Gray's Creek Phase I Cumberland County, NC Bid Due Date: March 13, 2024
Bond Penal Sum: 5% Five Percent of Amount Bid Date of Bond: March 13, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Bill's Well Drilling Co (Full formal name of Bidder)	Surety The Ohio Casualty Insurance Company (Full formal name of Surety) (Corporate seal)
By: <u>[Signature]</u> (Signature)	By: <u>[Signature]</u> (Signature) (Attach Power of Attorney)
Name: <u>Jonathan Kamionka</u> (Printed or typed)	Name: <u>Katherine Fowler</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-In-Fact</u>
Attest: <u>[Signature]</u> (Signature)	Attest: <u>[Signature]</u> (Signature)
Name: <u>Christina J Jester</u> (Printed or typed)	Name: <u>Jennifer C. Hoehn</u> (Printed or typed)
Title: <u>Sec / Tres</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



HDR Project No. 10383081

Cumberland County, NC
Test Well Program - Gray's Creek Phase I

February 2024
FINAL Issued for Bid

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Katherine Fowler** all of the city of Charlotte, state of NC its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Bill's Well Drilling Co

Obligee Name: Cumberland County, NC

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 11th day of March, 2024, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested to by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of March, 2024.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LIST OF PROPOSED SUPPLIERS

I, Bill's Well Drilling Co

(Name of Bidder)

do hereby certify that on this project, we propose to use the following vendors or suppliers.

Firm Name, Address and Phone #	Work type
McDonald Materials, Inc., 2611 Murchison Rd, Fayetteville, NC	Sand & Gravel
910-630-2200	
Core & Main LP PO Box 28330, ST Louis, MO	erosion control
910-484-1102	
Driller's Service Inc. PO Box 403538, Atlanta, GA 30384-3538	Well drilling materials
1-800-662-5143	

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LIST OF PROPOSED SUBCONTRACTORS

I, Bill's Well Drilling Co
(Name of Bidder)

do hereby certify that on this project, we propose to use the following subcontractors or providers of professional services.

Firm Name, Address and Phone #	Work type
NONE	

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QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	Bill's Well Drilling Co		
Corporate Office	Bill's Well Drilling Co		
Name:	Jonathan Kamionka	Phone number:	910-488-3740
Title:	President	Email address:	office@billswelldrilling.com
Business address of corporate office:	800 McArthur Rd		
	Fayetteville, NC 28311		
Local Office	SAME		
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	Sole Proprietorship Partnership Corporation <input checked="" type="checkbox"/>		
Limited Liability Company Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	12-20-1976	State in which Business was formed:	NC
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes No Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Jonathan Kamionka	Title:	President
Authorized to sign contracts:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Limit of Authority:	\$ unlimited
Name:	Christina Jester	Title:	Sec/Tres
Authorized to sign contracts:	<input checked="" type="radio"/> Yes <input type="radio"/> No	Limit of Authority:	\$ unlimited
Name:	Laura Jean Kamionka	Title:	Vice President
Authorized to sign contracts:	Yes <input checked="" type="radio"/> No	Limit of Authority:	\$
Name:	Stacia Bill	Title:	Office Assistant

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	NC General Contracting License		
Licensing Agency:	NC General Contracting License		
License No:	29599	Expiration Date:	12-31-24
Name of License:	NC Electrical License		
Licensing Agency:	Board of Examiners for Electrical Contractors		
License No:	SP.WP.30742	Expiration Date:	11-14-24

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
Disadvantaged Business Enterprise		
Minority Business Enterprise		
Woman-Owned Business Enterprise		
Small Business Enterprise		
Disabled Business Enterprise		
Veteran-Owned Business Enterprise		
Service-Disabled Veteran-Owned Business		
HUBZone Business (Historically Underutilized) Business		

Other			
None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization.

Name of Business's Safety Officer:	Jonathan Kamionka		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	
NONE			

ARTICLE 5—FINANCIAL

5.01 Not used

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	The Ohio Casualty Insurance Company		
Surety is a corporation organized and existing under the laws of the state of:			NH
Is surety authorized to provide surety bonds in the Project location?			<input checked="" type="radio"/> Yes No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="radio"/> Yes No			
Mailing Address (principal place of business):		175 Berkeley Street	
		Boston, MA 02116	
Physical Address (principal place of business):		175 Berkeley Street	
		Boston, MA 02116	
Phone (main):	617-357-9500	Phone (claims):	617-357-9500

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Frankenmuth Insurance Company		General Liability, Umbrella, Auto and Workers Compensation	
Are providers licensed or authorized to issue policies in the Project location?		<input checked="" type="radio"/> Yes	No
Does provider have an A.M. Best Rating of A-VII or better?		<input checked="" type="radio"/> Yes	No
Mailing Address (principal place of business):	1 Mutual Ave		
	Frankenmuth, MI 48787		
Physical Address (principal place of business):	1 Mutual Ave		
	Frankenmuth, MI 48787		
Phone (main):	989-652-6121	Phone (claims):	800-234-4433

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	8
Estimate of revenue for the current year:	2.5 million
Estimate of revenue for the previous year:	3.5 million

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a drilling contractor:	15	Years		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Been barred from contracting by any local, state, or federal agency within the last 5 years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Been released from a bid in the past 5 years? Yes No <input checked="" type="checkbox"/>				

Defaulted on a project or failed to complete any contract awarded to it? Yes No <input checked="" type="checkbox"/>
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Been a party to any currently pending litigation or arbitration? Yes No <input checked="" type="checkbox"/>
Provide full details in a separate attachment if the response to any of these questions is Yes.

- 8.03 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.
- 8.04 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

- 9.01 Provide the following information with the Statement of Qualifications:
- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Diverse Business Certifications if required by Paragraph 3.01.
 - C. Not used
 - D. Not used
 - E. Attachments providing additional information as required by Paragraph 8.02.
 - F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.03.
 - G. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.04.
 - H. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Bill's Well Drilling Co

(typed or printed name of organization)

By:

(individual's signature)

Name:

Jonathan Kamionka

(typed or printed)

Title:

President

(typed or printed)

Date:

3-13-24

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Name:

Christina Jester

(typed or printed)

Title:

Sec/Tres

(typed or printed)

Address for giving notices:

800 McArthur Rd, Fayetteville, NC 28311

Designated Representative:

Jonathan Kamionka

Name:

(typed or printed)

Title:

President

(typed or printed)

Address:

800 McArthur Rd, Fayetteville, NC 28311

Phone:

910-488-3740

Email:

office@billswelldrilling.com

Schedule B—Previous Experience with Similar Projects

Name of Organization	Bill's Well Drilling Co				
Project Owner	Columbus Co Water & Sewer		Project Name	Water Supply Test Wells	
General Description of Project	Drill three (3) test wells				
Project Cost	124250.00		Date Project Completed	11-21-23	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Harold Nobles	Operator	Columbus Co Water & Sewer	(910) 770-2034	hnobles@columbusco.org
Designer	Leo Green	Engineer	Green Engineering, PLLC	252-237-5365	elg@greeneng.com
Construction Manager					
Project Owner	Trico Water System		Project Name	New Well Construction Water Supply Well #23 and Well #24	
General Description of Project	New well construction, Site work, fencing, driveway, pump installation & generator				
Project Cost	1453140.61		Date Project Completed	8-31-23	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Will Arnett	Owner	Trico Water System	(843) 841-6052	clemwwa@aol.com
Designer	Ken Parnell, PE	Engineer	HPG and Company	(803)-739-2888	ken@hpgandcompany.com
Construction Manager					
Project Owner	Bladen Co. Water District		Project Name	Phase IV Contract 2 - Production Well	
General Description of Project	Install production well, Construct pump house & install pump, Grading, electrical & yard piping. County Wide SCADA system				
Project Cost	806967.88		Date Project Completed	8-31-21	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	Jonathan Kamionka	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Alan Edge	Operator	Bladen Co. Water District	(910) 876-4161	aedge@bladenco.org
Designer	Logan Parsons	Engineer	LKC Engineering, PLLC	(910) 420-1437	logan@lkcengineering.com
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual		Jonathan Kamionka	
Years of experience as project manager		19	
Years of experience with this organization		19	
Number of similar projects as project manager		30	
Number of similar projects in other positions		20	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Columbus County - Deep Well		10	December 2024
Moore Co Well Construction		10	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Will Arnett	Name	Joe Wood
Title/Position	Owner	Title/Position	Operator
Organization	Trico Water	Organization	Town of Aberdeen
Telephone	(843) 841-6052	Telephone	(910) 690-4193
Email	clemwwa@aol.com	Email	jwood@townofaberdeen.net
Project	Several - Drilled Wells	Project	Several - Drilled Wells
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager
Project Superintendent SAME AS ABOVE			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager		SAME AS PROJECT MANAGER	
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager		SAME AS PROJECT MANAGER	
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract
with Own Workforce.**

County of Cumberland

Affidavit of Bill's Well Drilling Co

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

Test Well Program – Gray's Creek Phase I

_____contract.

(Name of Project)

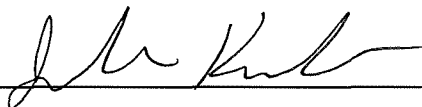
In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

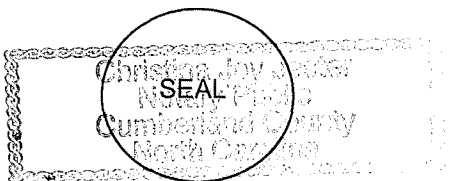
Date: 3-13-24 Name of Authorized Officer: Jonathan Kamionka

Signature: _____



President

Title: _____



State of North Carolina, County of Cumberland

Subscribed and sworn to before me this 13 day of March 2024

Notary Public Christina Jay Carter

My commission expires July 21st, 2026

Bill's Well Drilling Co.

Adopting Resolution

January 28, 2019

The undersigned, being the only directors of Bill's Well Drilling Co., (the "Corporation") do hereby adopt the following resolution by signing their written consent hereto:

RESOLVED that the following persons are hereby elected to serve as officers of the corporation until their successors are duly elected and qualified:

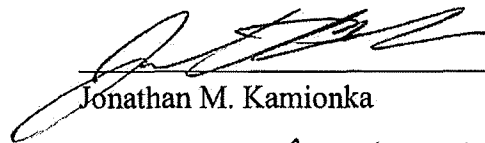
Jonathan Kamionka - President

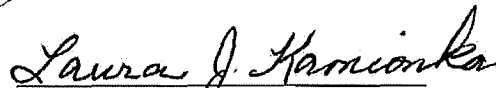
Laura Kamionka – Vice President

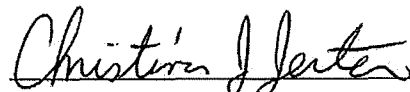
Christina Jester – Secretary/Treasurer

This action is effective the 28th day of January 2019.

DIRECTORS:


Jonathan M. Kamionka


Laura J. Kamionka


Christina J. Jester

BILL'S WELL DRILLING CO.

800 McArthur Road
Fayetteville, North Carolina 28311
Office (910) 488-3740
office@billswelldrilling.com
www.billswelldrilling.com



Jonathan Kamionka

Bill's Well Drilling Co.
800 McArthur Road Fayetteville, NC 28311
Phone: 910-488-3740
Email: office@billswelldrilling.com

Career Overview:

15 years of success overseeing all phases of construction in the water well industry for Municipal, Industrial, Agricultural, Commercial and Residential clients. Extensive knowledge and experience of water well construction in the Black Creek and Upper Cape Fear aquifers. Focus on quality new and replacement well construction as well as rehabilitation.

Skills:

- Well Construction Projects
- Public Water System Improvement Projects
- Water Well Rehabilitation
- Quality Control
- Crew/Subcontractor Supervision
- Budget & Cost Controls
- Bidding & Estimating

Professional Experience:

Water Well Contractor

Bill's Well Drilling Co., Fayetteville, NC
2005 - Present

- Bidding and obtaining jobs
- Planning all stages of construction projects
- Supervising every stage of construction work
- Estimating materials, staffing, equipment costs, including securing permits
- Interacting with architects and engineers
- Coordinating with master electricians, demolition engineers, and sub-contractors
- Constructed wells up to 14" diameter
- Designing and installing submersible and turbine pumps for municipal systems

Certifications and Licenses:

NC Well Contractor – 3465-A
NC General Contractor – 29599 PU
NC Electrical Contractor – SP WP 30742
SC Well Contractor - 2064-A
NGWA - CPI/VCLD Certification

References available upon request

Cumberland County, NC Feb 2024 -
Test well program - gray's creek Phase 1

FTE Drilling USA inc

Forages Technic-Eau
5055 boul. Industriel
Sherbrooke, (Québec)
J1R 0P4

Cumberland County, NC Feb, 2024
Test Well program - Gray's Creek Phase 1

FTE Drilling USA inc

Justin West
8100 Flat Creek rd
Kershaw SC 29067

Unbound bid form

RECEIVED

MAR 13 2024
@ 1:34pm



GRAY'S CREEK

Reference: Cumberland County, NC February 2024 - Test Well
Program - Gray's Creek Phase I, EJCDC C-410 - CONTRACT
201800 41 13 - 1

March 11, 2024

Dear, Cumberland County NC Board,

Thank you for the opportunity to participate in your bidding process.
Accompanied are the following documents requested:

1. Bid Form
2. List of Qualifications
3. Bid Security (Bid Bond)
4. Licence Certification Letter
5. List of Proposed Subcontractors
6. List of Proposed Suppliers
7. List Minority Business Participation
8. List of Good Faith Efforts
9. List of key personnel
10. Signing Authority
11. List of Similar projects

Please contact me if there are any further questions.

Clean water depends on Experience and Professionalism. With FTE Drilling,
success will be assured.

Kyle Fetterly
kfetterly@ftedrilling.com

BID FORM

FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Cumberland County, NC
130 Gillespie St.
Room 214
Fayetteville, NC 28301

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. Identification of Minority Business Participation.

ARTICLE 3—BASIS OF BID

3.01 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

1. Unit Price (Base Bid and Add Alternates)

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
Base Bid Items					
1	Mobilization and Demobilization	EA	1	113,500.00	\$ 113,500.00
2	Site Work and Restoration TW1	EA	1	75,000.00	\$ 75,000.00
3	Site Work and Restoration TW2	EA	1	75,000.00	\$ 75,000.00
4	Site Work and Restoration TW3	EA	1	75,000.00	\$ 75,000.00
5	16-inch Outer Casing	FT	240	1,011.25	\$ 242,700.00
6	Bore Hole	FT	540	291.11	\$ 157,200.00
7	Test Well Geophysical Logs	EA	3	15,000.00	\$ 45,000.00
8	6.9-inch Well	FT	300	242.20	\$ 72,660.00
9	4-inch Well Screen	FT	225	244.89	\$ 55,100.00
10	Well Development	EA	3	10,000.00	\$ 30,000.00
11	Aquifer Testing	EA	3	20,200.00	\$ 60,600.00
12	Testing for Well Water Quality	EA	3	1,500.00	\$ 4,500.00
13	Test Well Protection	EA	2	8,280.00	\$ 24,840.00
14	Well Abandonment	FT	180	75.00	\$ 13,500.00
Subtotal Base Bid Unit Price Items:					\$ 1,044,600.00
Add Alternate Items					
BA-01	Test Well 3 (TW3) Driveway	EA	1	15,000.00	\$ 15,000.00
BA-02	Substitute Screen (30-slot PVC VEE-WIRE in lieu of SS)	FT	225	40.00	\$ 7,200.00
Subtotal Add Alternate Bid Unit Price Items:					\$ 22,200.00

B. Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Base Bid and Alternates)

Total Bid Price (Base Bid and Add Alternates)	\$ 1,066,800.00
--	-----------------

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
No. 1	2/23/2024
No. 2	3/1/2024
No. 3	3/5/2024
No. 4	3/6/2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

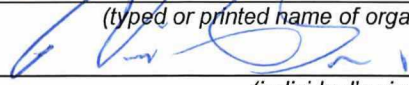
BIDDER hereby submits this Bid as set forth above:

Bidder:

FTE DRILLING USA INC

(typed or printed name of organization)

By:



(individual's signature)

Name:

YANIC BERNIER

(typed or printed)

Title:

PRESIDENT

(typed or printed)

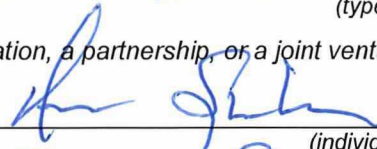
Date:

1st March 2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

FRANCIS SYLVESTRE

(typed or printed)

Title:

NOTARY

(typed or printed)

Date:

1st March 2024

(typed or printed)

Bidder's Address for giving notices:

Bidder's Contact Person:

Name: Kyle Fetterly

(typed or printed)

Title: Technical Director - Water

(typed or printed)

Phone: 902 478 0417

Email: Kfetterly@ftedrilling.com

Address:

1293 Professional Drive Unit D Suite 209

Myrtle Beach SC 29067

Bidder's Contractor License No.: (if applicable) PENDING

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:	FTE Drilling USA Inc.		
Corporate Office			
Name:	Kyle Fetterly, CET,GSC	Phone number:	1 902 478 0417
Title:	Technical Director	Email address:	kfetterly@ftedrilling.com
Business address of corporate office:	1013 CENTRE ROAD SUITE 403-B		
	WILMINGTON, DE 19 805		
Local Office			
Name:	Kyle Fetterly	Phone number:	1 902 478 0417
Title:	Technical Director	Email address:	kfetterly@ftedrilling.com
Business address of local office:	1293 professional Drive, Unit D, Suite 209		
	Myrtle Beach SC 29067		

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.	(INCORPORATED IN USA IN 2019 IN STATE OF DELAWARE)		
3.	(CURRENTLY LICENSED IN SC, WY, NV, FLA)		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1987	State in which Business was formed:	Canada
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Yanic Bernier	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$ Unlimited
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Kyle Fetterly		
Licensing Agency:	South Carolina Environmental Certification Board		
License No:	2415	Expiration Date:	6-30-2024
Name of License:	Kyle Fetterly		
Licensing Agency:	State of Florida		
License No:	11404	Expiration Date:	10-20-2025

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input checked="" type="checkbox"/> None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization.

Name of Business's Safety Officer:	Denis Morin		
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

ARTICLE 5—FINANCIAL

5.01 Not used

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Liberty Mutual insurance Co		
Surety is a corporation organized and existing under the laws of the state of:			Massachusetts
Is surety authorized to provide surety bonds in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):	175 Berkeley Street		
	Boston, Ma		
	02116		
Physical Address (principal place of business):	100 Liberty Way		
	Dover, NH		
	03820		
Phone (main):	617-357-9500	Phone (claims):	1-800-225-2467

ARTICLE 7—INSURANCE

- 7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Chubb Group of Insurance Companies		Commercial general liability	
Northbridge General Insurance Corp.		Automobile liability / Umbrella liability	
Allianz Global Risk US Insurance Co.		Pollution liability	
Are providers licensed or authorized to issue policies in the Project location?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):		Vezina Assurance Inc.	
		4374 Pierre-de-Coubertin Ave	
		Montreal, QC H1V 1A6	
Physical Address (principal place of business):			
Phone (main):	514 253-5221	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

- 8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	500+
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

- 8.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a drilling contractor:	36			
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

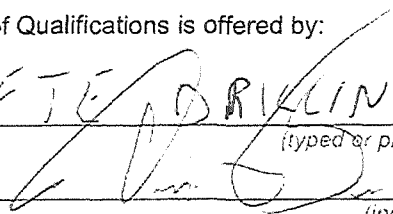
This Statement of Qualifications is offered by:

Business:

FTE DRILLING USA INC

(typed or printed name of organization)

By:



(individual's signature)

Name:

YANNIC BERNIER

(typed or printed)

Title:

PRESIDENT

(typed or printed)

Date:

MARCH 5, 2024

(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:



(individual's signature)

Name:

PIERRE-YVES BLAIS

(typed or printed)

Title:

MANAGER

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

Kyle Fetterly

(typed or printed)

Title:

Technical Director - Water

(typed or printed)

Address:

1293 Professional Drive Unit D Suite 209
Myrtle Beach SC 29067

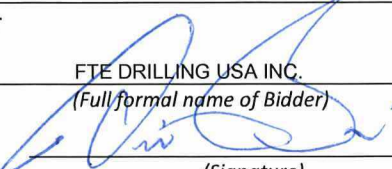
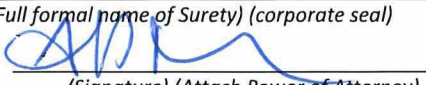
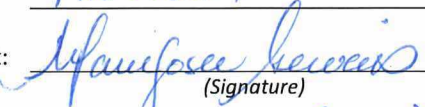
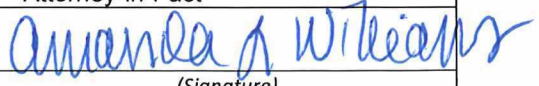
Phone:

1 902 478 0417

Email:

kfetterly@fdrilling.com

BID BOND (PENAL SUM FORM)

Bidder Name: FTE Drilling USA Inc. Address (principal place of business): 1293 Professional Dr Myrtle Beach, SC 29577	Surety Name: Liberty Mutual Insurance Company Address (principal place of business): 175 Berkeley St Boston, MA 02116
Owner Name: Cumberland County, NC Address (principal place of business): 130 Gillespie Street Room 214 Fayetteville, North Carolina 28301	Bid Project (name and location): Test Well Program – Gray's Creek Phase I, Cumberland County, NC Bid Due Date: _____
Bond Penal Sum: Five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) Date of Bond: March 5, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder FTE DRILLING USA INC. (Full formal name of Bidder)	Surety LIBERTY MUTUAL INSURANCE COMPANY (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>YANIC BERNIER</u> (Printed or typed)	Name: <u>Andrew P. Thome</u> (Printed or typed)
Title: <u>PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest:  (Signature)	Attest:  (Signature)
Name: <u>Marie-Josée Gervais</u> (Printed or typed)	Name: <u>Amanda L. Williams</u> (Printed or typed)
Title: <u>Witness</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

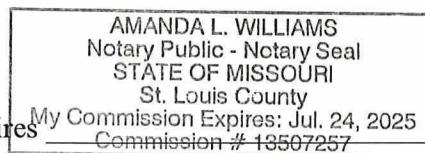
State of Missouri
County of St. Louis

SS:

On **MARCH 5, 2024** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **LIBERTY MUTUAL INSURANCE COMPANY** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires



AMANDA L WILLIAMS
Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208740-969032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda L. Williams; Andrea McCarthy; Andrew P. Thome; Ashley Miller; Blake A. Messer; Christina A. Culotta; Dana A. Johnessee; Donna Robson; Michael D. Wiedemeier; Peter J. Mohs

all of the city of Chesterfield state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of September, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of September, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5TH day of MARCH, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Date: March 5th 2024

Re: Contractor licensing

Greetings,

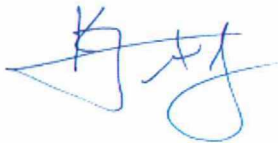
FTE Drilling USA Inc. is currently in the process of obtaining a North Carolina Contractors' License and is committed to obtaining prior to bid award.

We are currently licensed contractors in Florida and Nevada. We also hold valid drillers licenses in Nevada, Wyoming, South Carolina (Class A) and Florida.

We have been in operation in the USA since 2019 and have worked previously in North Carolina and are registered with the Secretary of State. Previous scopes have not required contractor licensing.

We have operations worldwide throughout Canada, Africa, South America and the Caribbean with over 800 employees and 100 drill rigs.

Best regards,

A handwritten signature in blue ink, appearing to read 'KF' or 'K. Fetterly', with a stylized flourish at the end.

Kyle Fetterly, CET, G.S.C.

Technical Director

FTE Drilling USA Inc.

1 902 478 0417

kfetterly@ftedrilling.com

LIST OF PROPOSED SUBCONTRACTORS

I, Justin West (FTE Drilling USA INC)
(Name of Bidder)

do hereby certify that on this project, we propose to use the following subcontractors or providers of professional services.

Firm Name, Address and Phone #	Work type
Galliker Grading, Po box 265 Harmony NC 704-881-2267	Excavation, silt fence, Driveway Construction
DGI Geoscience USA INC. 450 Silver St. Unit 106 ELKO NV 89801 1-519-231-1943	Geo logs

LIST OF PROPOSED SUPPLIERS

1. Justin West (FTE Drilling USA, INC.)
(Name of Bidder)

do hereby certify that on this project, we propose to use the following vendors or suppliers.

Firm Name, Address and Phone #

Work type

[illegible]

IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION

I, Kyle Fetterly (FTE DRILLING USA INC.)
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

[illegible]

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

The total value of minority business contracting will be (\$) \$225 000.00.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

(Name of Bidder)

Affidavit of FTE Drilling USA Inc.

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☒ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☒ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☒ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner.

Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 3/12/2024 Name of Authorized Officer: Katlin Darity

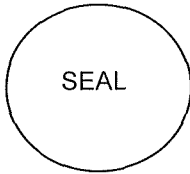
HDR Project No. 10383081

Cumberland County, NC
Test Well Program - Gray's Creek Phase I
IDENTIFICATION OF MINORITY BUSINESS PARTICIPATION
00 45 39 - 3



Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

Schedule C—Key Individuals			
Project Manager			
Name of individual		Kyle Fetterly, CET,GSC	
Years of experience as project manager		15	
Years of experience with this organization		15	
Number of similar projects as project manager		50+	
Number of similar projects in other positions			
Current Project Assignments Cayman Island water supply, Hydrogen Storage NL, Howie-in-the-Hills FLA Water			
Name of assignment		Percent of time used for this project	Estimated project completion date
Howie-in-the-Hills Water Supply		20%	April 2024
Cayman Island Water Supply		20%	March 30 2024
Hydrogen Storage NL		20%	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Karlene Singh	Name
Title/Position		Project Engineer	Richard Gagne
Organization		Consolidated Water Co	Principal
Telephone		13455251197	Organization
Email		ksingh@cwco.com	Earth Water Concepts
Project		Red Gate Water Supply	Telephone
		Project Engineer	19024712636
			Email
			rg-ewc@waterwatch.com
			Project
			Eden Valley Farms
			Project Engineer
Project Superintendent			
Name of individual		Justin West	
Years of experience as project superintendent		7	
Years of experience with this organization		2	
Number of similar projects as project superintendent		5	
Number of similar projects in other positions		20+	
Current Project Assignments: Albemarle Lithium RC and some drilling			
Name of assignment Albemarle Lithium		Percent of time used for this project: 100%	Estimated project completion date: Completed 12/20/2023
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Amanda Beaudoin	Name
Title/Position		Superintendent of Permitting, and Regulatory Affairs	Robert Wilkerson
Organization		Capstone Copper	Senior Mining Engineer
Telephone		1-775-777-5027	Organization
Email		AMA.beaudoin@gmail.com	Piedmont Lithium Inc.
Project		Halle Gold Mine	Telephone
			1-720-595-1129
			Email
			rwilkerson@piedmontlithium.com
			Project
			Halle Gold Mine
<div style="display: flex; justify-content: space-between;"> <div> HDR Project No. 10383081 Cumberland County, NC Test Well Program - Gray's Creek Phase I EJCDC C-451 QUALIFICATIONS STATEMENT 2018 </div> <div>February 2024</div> </div>			

Safety Manager									
Name of individual					Denis Morin				
Years of experience as project manager					5 Years				
Years of experience with this organization					6 Years				
Number of similar projects as project manager					10				
Number of similar projects in other positions					50+				
Current Project Assignments									
Name of assignment					Percent of time used for this project			Estimated project completion date	
Artemis Gold					10%			2022	
Argonaut Gold					10%			2024	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)									
Name		Christo Marais			Name		Klaus Popelka		
Title/Position		Head Geology			Title/Position		Chief Geologist		
Organization		Argonaut Gold			Organization		Artemis Gold		
Telephone		1(775) 284 4422			Telephone		1 (604) 558-1107		
Email		christo.marais@argonautgold.com			Email		Kpopelka@artemisgoldinc.com		
Project		Grade Control			Project		Reverse Circulation Sampling		
		Contractor Safety Manager					Contractor Safety Manager		
Quality Control Manager									
Name of individual									
Years of experience as project superintendent									
Years of experience with this organization									
Number of similar projects as project superintendent									
Number of similar projects in other positions									
Current Project Assignments									
Name of assignment					Percent of time used for this project			Estimated project completion date	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)									
Name					Name				
Title/Position					Title/Position				
Organization					Organization				
Telephone					Telephone				
Email					Email				
Project					Project				
on project					on project				
HDR Project No. 10383081		Cumberland County, NC					February 2024		
		Test Well Program - Gray's Creek Phase I							
		EJCDC C-451 QUALIFICATIONS STATEMENT 2018							

Name of Business's Safety Officer

Denis Morin

Certification	Issuing Agency	Expiration
Environmental Tech	College Region de l'Amiante	na
Train The Trainer	Ministry of Training College and University	na
Supervisor	Ministry of Training College and University	na
Supervisor	British Collombia Mine Certificate	na
JOSHEC	NOVO SST	na
Trainer Overhead crane	Belgard	na
Trainer Working at height	Belgard	na
Trainer Telehandler	Belgard	na
Trainer Man basket	Belgard	na
Trainer LOTO	Belgard	na
Trainer Surface Miner Common Core	Ministry of Training College and University	na
Trainer Surface Diamond Drill Common Core	Ministry of Training College and University	na

**EXTRACT OF A WRITTEN CONSENT
OF THE SOLE DIRECTOR
OF FTE DRILLING USA INC.**

« **NOW, THEREFORE, BE IT RESOLVED**, that the form, terms and provisions of the Bid Form, substantially in the form heretofore presented to the Board of Directors be, and the same hereby are, approved in all respects;

RESOLVED, that the Company be, and it hereby is, authorized to enter into and perform its obligations under the Bid Form; and that the President of the Company, be, and hereby is, authorized, in the same and on behalf of the Company, to execute and deliver the Bid Form, with such changes therein as the President may approve, all such approvals to be conclusively evidenced by the execution and delivery thereof on behalf of the Company;

RESOLVED, that the Company be, and it hereby is, authorized to enter into such further documents, agreements and instruments as the President, in the name and on behalf of the Company, deems necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution or the Bid Form, in such desirable by the President, the execution thereof by the President to be conclusive evidence of such approval or determination;

RESOLVED, that in connection with the transactions contemplated in the preceding resolutions, the President be, and hereby is, authorized, in the name and on behalf of the Company, to certify any more formal or detailed resolutions as the President may deem necessary, appropriate or desirable to effectuate the intent of the foregoing resolutions; and that the President be, and hereby is, authorized and directed to annex such resolutions hereto, and thereupon such resolutions shall be deemed adopted as and for the resolutions of the Board of Directors as if set forth herein at length;

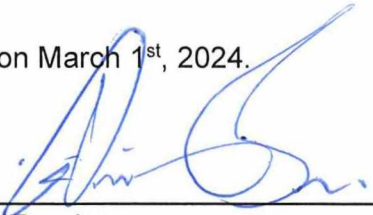
RESOLVED, that the President be, and hereby is, authorized, directed and empowered, in the name and on behalf of the Company, to take any action (including, without limitation, the payment of expenses) and to execute (by manual or facsimile signature) and deliver all such further documents, contracts, certificates, notices, letters, agreements, instruments, drafts, receipts or other writings that the President may in his sole direction deem necessary, appropriate or desirable to carry out, comply with and effectuate the purposes of the foregoing resolutions and the transactions documents and instruments, and to take any such other action, shall be conclusively evidenced by the execution and delivery thereof or by the taking of such actions.

[...]

CERTIFIED EXTRACT

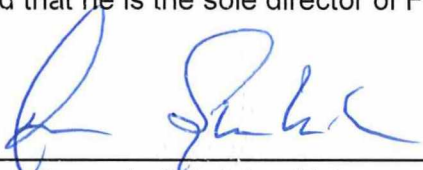
The undersigned, Mr. **Yanic Bernier**, president and secretary of « FTE DRILLING USA INC. » (the « Company ») hereby certifies that the foregoing is a true and exact copy of resolutions duly adopted by the Board of Directors of the Company in accordance with the provisions of law. The undersigned further certifies that the said resolutions are in full force and effect, without modification, as of the date hereof.

Sign on March 1st, 2024.



Yanic Bernier

I, Mtre François Sylvestre, Notary, certify that I know Yanic Bernier, that the signature above is his and that he is the sole director of FTE DRILLING USA INC.



Mtre François Sylvestre, Notary

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner	Oceana Gold		Project Name	Mine Dewatering	
General Description of Project	Permitting, design, test hole, hydraulic testing and construction of permanent dewatering wells				
Project Cost	\$1 500 000		Date Project Completed	Dec 2022	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Fetterly	Kyle Fetterly	Denis Morin	Kyle Fetterly	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Lawrence Goss	Hydrogeologist	Oceana Gold	1 863 337 8266	lawrence.goss@oceanagold.com
Designer	same as above				
Construction Manager	Same as above				
Project Owner	DART Enterprises (Cayman)		Project Name	INDIGO HOTEL / REGEN / RITZ	
General Description of Project	Drill test wells and production wells for geothermal water resources				
Project Cost	\$2 000 000		Date Project Completed	April 2023	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Fetterly	Kyle Fetterly	Denis Morin	Kyle Fetterly	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Richard Mcaree	Environmental Social Governance Manager	DART	1 345 326 1715	richard.mcaree@dart.ky
Designer	Ali Sabti	Principal	APEC	1 345 949 5858	ali@apec.com.ky
Construction Manager					
Project Owner	Cayman Water Authority		Project Name	Red Gate Waterworks	
General Description of Project	10" Pilot converted to 24" Production wells x 3				
Project Cost	\$750 000.00		Date Project Completed		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Kyle Fetterly	Kyle Fetterly	Denis Morin	Kyle Fetterly	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Hendrik-Jan van Genderen	Water Resource Engineer	Water Authority	1 345 938 7004	hendrik.vangenderen@waterauthority.ky
Designer	David Robertson	Principal	CCI Water	561-866-0540	drobertson@cciwater.com
Construction Manager	Karlene Singh	Project Engineer	Consolidated Water Co	1 345 525 1197	ksingh@cwco.com

Amanda Bader

From: Rick Moorefield
Sent: Monday, March 18, 2024 3:09 PM
To: Amanda Bader; Sally Shutt
Cc: Brian Haney; Christopher Carr; Amanda Cummings; Ewa Thomas; Amy Hall; Jermaine Walker
Subject: RE: Recommendation for Bid Award for Test Wells

This was the advertised qualification:

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state (or other) contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

This is the law:

15A NCAC 27 .0110 TYPES OF CERTIFICATION

(d) A certified well contractor of the appropriate level must be present at all times when well contractor activities are being performed. History Note: Authority G.S. 87-98.2; 87-98.4; 87-98.12; 143B-3

It is always the best practice to specify what licensure is required. I remember talking about this when we met with HDR folks. I asked what license was required for well drilling. They said it was a certification, not a license. This RFQ only required whatever was applicable. The law only requires a certified well contractor to be present when the activities are being conducted, so the qualification provision didn't exclude anyone from another state. All they had to do was hire a NC certified contractor to stay on the site. I do not see anything in the general contractor licensure code that covers well contractors. It was included in the general contractor code as a specialty until it was repealed July 1, 1979, so it is clearly not intended to be deemed a general contractor activity.

I don't know how it got off on general contractor's license. If the consultants know something that does make it require a general contractor's license, it is not a responsive bid and cannot be considered. I just can't find anything. Unless the consultants know something about the license that I can't find, it was an acceptable bid.

Rick