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**AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**JUDGE E. MAURICE BRASWELL**  
**CUMBERLAND COUNTY COURTHOUSE- ROOM 118**  
**JUNE 3, 2024**  
**9:00 AM**

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INVOCATION - Commissioner Veronica Jones

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA
2. PRESENTATIONS
  - A. Summer Reading Challenge and Library Update
3. CONSENT AGENDA
  - A. Approval of Proclamation Proclaiming June 6-10, 2024 as Men's Health Week in Cumberland County
  - B. Approval of Professional Services Agreement for Gray's Creek Water Extension Phase I Project
  - C. Approval of Service Agreement for Gas Treatment Skid Design
  - D. Approval of Budget Ordinance Amendments for the June 3, 2024 Board of Commissioners' Agenda
4. ITEMS OF BUSINESS \*\*There are No Items of Business for This Meeting\*\*
5. NOMINATIONS\*\* There are No Nominations for This Meeting\*\*
6. APPOINTMENTS\*\* There are No Appointments for This Meeting\*\*

**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 GOVERNING BOARD AND CONSENT AGENDA
  - A. Approval of Professional Services Agreement for Gray's Creek Water Extension Phase I Project

**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:**

**June 17, 2024 (Monday) 6:45 PM**  
**\*\*There are no Meetings in July\*\***  
**August 5, 2024 (Monday) 9:00 AM**

**WATCH THE MEETING LIVE**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, [www.cumberlandcountync.gov](http://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**



**PUBLIC LIBRARY AND INFORMATION CENTER**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 3, 2024**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: FAITH PHILLIPS, LIBRARY DIRECTOR**

**DATE: 5/20/2024**

**SUBJECT: SUMMER READING CHALLENGE AND LIBRARY UPDATE**

**BACKGROUND**

Library Director Faith Phillips will provide an informational presentation on the Library's Summer Reading Challenge.

**RECOMMENDATION / PROPOSED ACTION**

For information only.

**ATTACHMENTS:**

Description

Summer Reading Challenge Presentation 6-3-24

Type

Backup Material

# Summer Reading Challenge Library Update

June 3, 2024





# 2024 SUMMER READING CHALLENGE

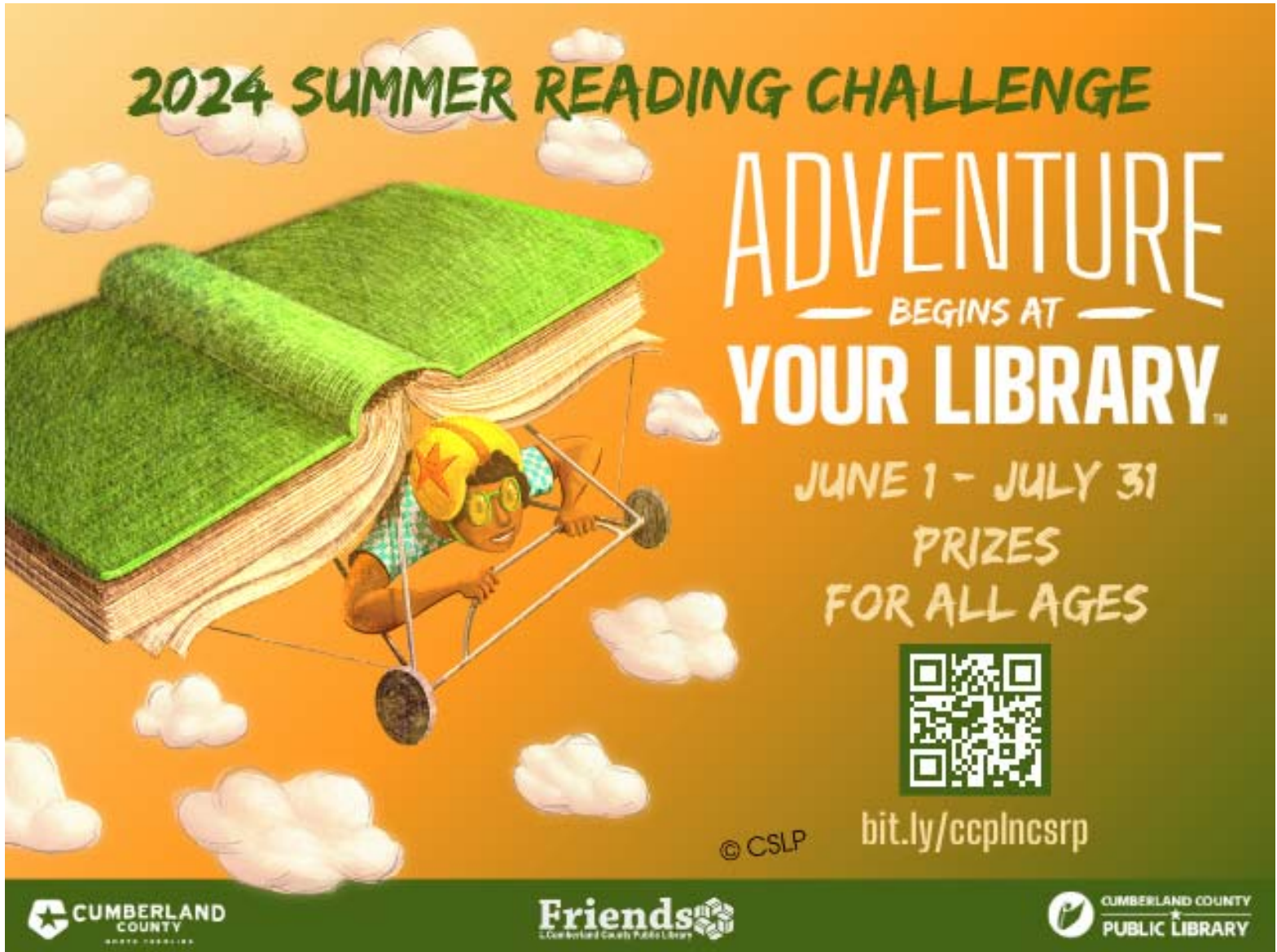
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# Library Updates

- Expanded programming and interactives
- Bubble Wonders – July 18 – 20
- The Engine – Maker programs coming soon!



[cumberlandcountync.gov/library](http://cumberlandcountync.gov/library)

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# Questions?

Thank you!





**CLERK TO THE BOARD OF COMMISSIONERS**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 3, 2024**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: ANDREA TEBBE, CLERK TO THE BOARD**

**DATE: 5/13/2024**

**SUBJECT: APPROVAL OF PROCLAMATION PROCLAIMING JUNE 6-10, 2024 AS  
MEN'S HEALTH WEEK IN CUMBERLAND COUNTY**

**BACKGROUND**

A request was received for a proclamation proclaiming June 6-10, 2024 as Men's Health Week in Cumberland County.

**RECOMMENDATION / PROPOSED ACTION**

Respectfully request approval of proclamation.

**ATTACHMENTS:**

Description

Men's Health Week Proclamation

Type

Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

## Proclamation

WHEREAS, Men's Health Month is part of an ongoing international effort to educate men, boys, and their families about receiving regular disease prevention screenings and living healthier lifestyles; and

WHEREAS, nationwide, life expectancy for men averages five years fewer than women, with men experiencing higher rates of health problems such as diabetes, obesity, cancer heart disease and premature mortality; and

WHEREAS, the COVID-19 pandemic has had a devastating impact on men's health in the United States, dropping men's life expectancy by two years; and

WHEREAS, Men's Health Month is a time for the public to recognize the mental and physical health needs of men and boys while encouraging fathers to be role models for their children through preventive health screenings, healthy living and seeking needed help; and

WHEREAS, the growing epidemic of suicide and substance abuse requires special effort to raise awareness of unrecognized and undiagnosed depression and mental stress in boys and men; and

WHEREAS, the centerpiece of Men's Health Month is National Men's Health Week, a special awareness period passed by Congress and signed into law by President Bill Clinton on May 31, 1994.

NOW, THEREFORE, We, the Cumberland County Board of Commissioners, on behalf of the citizens of Cumberland County, do hereby proclaim June 6 -10, 2024 as Men's Health Week in Cumberland County, N.C.

Adopted this 3rd day of June 2024.

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Glenn B. Adams, Chairman  
Cumberland County Board of Commissioners



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 3, 2024**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES**

**DATE: 5/15/2024**

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR GRAY'S CREEK WATER EXTENSION PHASE I PROJECT**

#### **BACKGROUND**

At the December 18, 2023, Board of Commissioners meeting the Board accepted the selection of HDR Engineering, Inc. of the Carolinas as the best qualified engineering firm to assist the County with development of a water system in southern Cumberland County to address groundwater contamination.

The scope of work includes the following tasks: Engineering Report and Environmental Information Document Revision and Distribution Waterline Design. There are also allowances for Field Services, Strategic Communication, Easement Acquisition Support, and Consulting Services.

The County must revise the current Engineering Report that includes development of the groundwater supply wells and the design of the system for treatment, storage and rural water construction standards to include a distribution system using urban standards. An updated cost estimate is required. A financial analysis must be revised to include the proposed rate structure and debt repayment.

There were three sources of funding in our Letter of Intent to Fund from NC DEQ. Each funding source has its own deadlines and requirements. Therefore, we are proposing to design and bid three construction projects to meet these requirements.

The agreement amount shall not exceed \$6,069,000 and the term of agreement shall be from the execution date of the agreement and shall remain in effect for a period of 36 months. This project is being funded with County ARPA funds included in Project Ordinance 241062.

#### **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:

1. Approve the Service Agreement with HDR Engineering, Inc. of the Carolinas in the amount of \$6,069,000.
2. Authorize the Chairman to execute the attached contract that has received preaudit certification and been determined to be legally sufficient.

**ATTACHMENTS:**

Description	Type
Board Approval of RFQ for Professional Design Services for Cumberland County Public Water Systems	Backup Material
Service Agreement	Backup Material





L. Approval of Cumberland County Board of Commissioners Agenda Session Items

Approved

- 1. Amendment to Contract to Audit Accounts

Approved

- 2. Request for Qualifications (RFQ) for Professional Design Services for Cumberland County Public Water Systems

Approved

- 3. Department of Social Services Lease Renewal for Family Visitation Center

Approved

- 4. NC Cooperative Extension Memorandum of Agreement

Approved

- 5. Changes to the Cumberland County Voluntary Agricultural District Ordinance and Farm Advisory Board Bylaws

4. PUBLIC HEARINGS

- A. Consideration of Text Amendment to Expand Jurisdiction of the Minimum Housing and Nonresidential Building Code

**ADOPTED TEXT AMENDMENT AS SET OUT BELOW:**

Be it hereby ordained by the Cumberland County Board of Commissioners, that Chapter 4, Article IV, Division 3. Enforcement, of the Cumberland County Code is amended by adding a new Sec. 4-87 as follows:

**Sec. 4-87. Territorial Jurisdiction.**

(a) This article is applicable to any area within the territorial jurisdiction of the County of Cumberland, North Carolina, and within the territorial limits of any municipality within the county for which the governing board of the municipality has adopted a resolution pursuant to former N.C.G.S. § 160A-441, N.C.G.S. § 160D-202, or any other statutory authority requesting this ordinance or code to be applicable within the municipality’s jurisdiction and for which the county’s governing board adopts a resolution accepting the municipality’s jurisdiction for this purpose.

(b) The Clerk to the Board of Commissioners shall maintain a copy of the requesting and accepting resolutions in the Ordinance Book with this ordinance.

Passed and approved by the Cumberland County Board of Commissioners December 18, 2023.

Rezoning Cases

- B. Case ZON-23-0026

**APPROVED REZONING FROM RR RURAL RESIDENTIAL DISTRICT TO C1(P) PLANNED LOCAL BUSINESS DISTRICT**

- C. Case ZON-23-0027

**APPROVED REZONING FROM R40 RESIDENTIAL DISTRICT TO R40A RESIDENTIAL DISTRICT**

- D. Case ZON-23-0028

**APPROVED REZONING FROM A1 AGRICULTURAL DISTRICT TO R40A RESIDENTIAL DISTRICT**

- 5. ITEMS OF BUSINESS \*\*There are no Items of Business for this Meeting\*\*

6. NOMINATIONS

- A. Mid-Carolina Aging Advisory Council (1 Vacancy)

**NOMINEE:**

**WILBERT J. STRITT**

- B. Civic Center Commission (2 Vacancies)

**NOMINEES:**

**NATHAN CUFFEE  
RAQI BARNETT**

7. APPOINTMENTS \*\* There are no Appointments for this Meeting\*\*
  
8. CLOSED SESSION
  - A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)

**ADJOURN**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, [www.cumberlandcountync.gov](http://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**



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 12/6/2023**

**SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL  
DESIGN SERVICES FOR CUMBERLAND COUNTY PUBLIC WATER  
SYSTEMS**

#### **BACKGROUND**

On November 16, 2023, the Public Utilities Division of the Engineering and Infrastructure Department advertised a Request for Qualifications from qualified engineering firms that provide services for the development and construction of public water systems within Cumberland County. The County is seeking a qualified consultant to encompass all aspects of developing and constructing the infrastructure to obtain surface water and/or groundwater source water, treatment, and delivery through new public water systems. These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, hydraulic modeling, water treatability studies, negotiation of water purchase agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The firm selected would assist the County with development of a water system in southern Cumberland County to address groundwater contamination. The anticipated water source for this project is groundwater with treatment. The services to be provided for this initial project will include the development of the groundwater supply wells and the design of the system for treatment, storage, and water main construction standards.

Firms had until December 1, 2023, to submit their Statement of Qualifications. There were two firms that responded, McGill Associates, P.A. and HDR Engineering, Inc of the Carolinas. Staff reviewed the submittals and agreed that HDR is the best qualified to be selected for Professional Design Services for Cumberland County Public Water Systems.

This item was presented to the Board of Commissioners at their December 14, 2023, Agenda Session and the Board voted to move the item to the December 18, 2023, Consent Agenda.

**RECOMMENDATION / PROPOSED ACTION**

The Public Utilities Division, General Manager for Natural Resources and County Management recommend the proposed action:

1. Accept the selection of HDR Engineering, Inc. of the Carolinas as the best qualified firm for Professional Design Services for Cumberland County Public Water Systems.
2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract for approval at a future Board of Commissioners meeting.

**ATTACHMENTS:**

Description	Type
Summary Evaluation Design Services RFQ	Backup Material

**Evaluation Sheet - Engineering Services - Professional Design Services**  
**Total Max Points (Per Vendor) 100**

Evaluators Name: \_\_\_\_\_  
 Summary Sheet

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References		Total	Notes *Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max	15 Points Max		
McGill	19.5	24.25	14.25	22.25	14.25	14.25	95	
HDR	20	24.75	15	25	15	15	99.75	

**Additional Notes**  
 \*If additional space is needed for notes, see attached

**Vendors**

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**STATE OF NORTH CAROLINA**

**SERVICE AGREEMENT**

**COUNTY OF CUMBERLAND**

This Agreement, made this the \_\_\_ day of \_\_\_\_\_ 2024, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as "COUNTY," and **HDR Engineering, Inc. of the Carolinas**, a business located at **555 Fayetteville Street, Suite 900, Raleigh, NC 27601**, hereinafter referred to as "VENDOR."

**WITNESSETH:**

WHEREAS, COUNTY wants professional engineering services for the Gray's Creek Water Extension (Gray's Creek Phase I Project) based on the January 30, 2024, Engineering Report and Environmental Information Document; and

WHEREAS, VENDOR is qualified to perform the professional engineering services for the COUNTY; and

WHEREAS, VENDOR has represented that it can provide qualified services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the project budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: COUNTY agrees to purchase, and VENDOR agrees to provide, the necessary services for this project as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract and shall remain in effect for a period of 36 months, unless sooner terminated or extended by mutual agreement. COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of COUNTY:

- (1) VENDOR has completed all services required; or
- (2) VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of COUNTY.

In the event COUNTY determines to terminate this Agreement for VENDOR'S failure or neglect to furnish or perform the necessary services, COUNTY shall give VENDOR seven (7) business days written notice of COUNTY's intent to terminate this Agreement, stating the reasons therefore, with VENDOR to have these seven business days to cure such issues to COUNTY's satisfaction. If COUNTY determines VENDOR'S efforts to cure are not sufficient, COUNTY will make all payments due to VENDOR for services rendered and/or expenses actually incurred up to and including the date

of termination.

**STANDARD OF PERFORMANCE:** The standard of care for all professional engineering, consulting and related services performed or furnished by **VENDOR** and its employees under this Agreement will be the care and skill ordinarily used by members of **VENDOR'S** profession practicing under the same or similar circumstances at the same time and in the same locality. **VENDOR** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **VENDOR'S** services.

**SERVICES TO BE PERFORMED:** The services to be performed by **VENDOR** are set forth in **Attachment A - Scope of Services**, attached hereto and incorporated fully herein. The services to be performed shall be consistent with the design of the distribution system without PWC design for the Updated Gray's Creek Phase I as shown on **Attachment A - Project Map**, attached hereto and incorporated fully herein. The services to be performed by **VENDOR** shall be performed in accordance with the Project Schedule set forth in **Attachment B**, attached hereto and incorporated fully herein. The labor rates for the use of **VENDOR'S** staff to perform the services shall be in accordance with **Attachment C - 2023/2024 Standard of Unit Prices**, attached hereto and incorporated fully herein. While **VENDOR** is performing services under this Agreement, **VENDOR** shall maintain the liability insurance coverage set forth in **Attachment D**, attached hereto and incorporated fully herein. If **VENDOR** must make any changes in this liability insurance coverage, **VENDOR** shall promptly notify **COUNTY** and provide **COUNTY** new Certificates of Liability Insurance reflecting any changes in coverage. All services performed by **VENDOR** shall be consistent and in conformance with the RFQ **COUNTY** issued for these services set forth in **Attachment E**, attached hereto and incorporated fully herein, and with **VENDOR'S** Statement of Qualifications for this RFQ set forth in **Attachment F**, attached hereto and incorporated fully herein.

**PRICE:** Compensation for services rendered shall be on a fixed fee as outlined in the proposal set forth in **Attachment A - Scope of Services**, attached hereto and incorporated fully herein. The total contract price shall not exceed \$6,069,000.00 without authorization from the County Manager given in writing in advance of **VENDOR** performing the services incurring the additional costs to increase the price.

**PAYMENT:** **COUNTY** shall pay **VENDOR** for all services performed within 30 days of receipt of invoice.

**BENEFIT:** This Agreement shall be binding upon, and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

**ASSIGNMENT:** **VENDOR** shall not assign all or any part of its contract rights under this Agreement, nor delegate or subcontract any performance hereunder without first obtaining **COUNTY'S** written approval.

**COMPLIANCE WITH LAW:** **VENDOR** shall comply with all applicable laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, and equal employment opportunity laws.

**AGENCY AND AUTHORITY:** **COUNTY** hereby designates the County Manager as its exclusive

agent with respect to this Agreement. The County Manager is authorized, on behalf of COUNTY, to negotiate directly with VENDOR on all matters pertaining to this Agreement. VENDOR agrees that all its dealings with COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the County Manager. Further, VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

**REMEDIES:** If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or in equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

**APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

**NOTICES:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

**VENDOR:**  
**HDR Engineering, Inc. of the Carolinas**  
**555 Fayetteville Street, Suite 900**  
**Raleigh, NC 27601**

**COUNTY:**  
**Clarence Grier, County Manager**  
**117 Dick Street, 5<sup>th</sup> Floor**  
**Fayetteville, NC 28301**

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

**SEVERABILITY:** If any term, duty, obligation, or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

**MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

**MERGER CLAUSE:** The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this, or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or



relied upon making this Agreement other than those specifically set forth herein.

**DISPUTE RESOLUTION:** The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

**INDEPENDENT CONTRACTOR:** VENDOR is an independent contractor and not an agent, officer or employee of COUNTY and shall have no authority to act as an agent of COUNTY, nor enter any Agreement for, or in behalf of COUNTY. The relationship of VENDOR with COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

**NON-APPROPRIATION CLAUSE:** This agreement is subject to and contingent upon appropriation of funds for current and subsequent fiscal years.

**IRAN DIVESTMENT ACT CERTIFICATION:** VENDOR hereby certifies that VENDOR, as the contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69.

**E-VERIFY:** VENDOR, as the contractor, shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if VENDOR, as the contractor, utilizes a subcontractor, VENDOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**RE-USE OF DOCUMENTS:** All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by VENDOR pursuant to this Agreement, are instruments of service with respect to the project. COUNTY may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by COUNTY or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by VENDOR for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to VENDOR.

**NO THIRD-PARTY BENEFICIARIES:** No third-party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

ATTEST

County of Cumberland

BY: \_\_\_\_\_

Andrea Tebbe, Clerk

BY: \_\_\_\_\_

Glenn Adams, Chairman  
Board of County Commissioners

ATTEST

HDR Engineering, Inc. of the Carolinas

BY: Elizabeth C. Buell

Elizabeth C. Buell, Assistant Secretary

BY: Jonathan Henderson Date: 4/11/24

Jonathan Henderson, PE, Sr. Vice President

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

Approved for Legal Sufficiency:

BY: Brian Haney  
Brian Haney, County Interim Finance Director

BY: Hecky Z M Hinkle Date: 5-25-24  
County Attorney's Office

# Attachment A

## Scope of Services

### Cumberland County, NC Gray's Creek Water Extension (Gray's Creek Phase I Project) Professional Engineering Services

## 1 Reference

Cumberland County, North Carolina (County) has requested assistance with professional engineering and associated services related to development of a public drinking water system for the Gray's Creek area. The County has requested Professional Engineering Services for the Gray's Creek Water Extension (Gray's Creek Phase I Project) based on the January 30, 2024 (revised April 10, 2024) Engineering Report and Environmental Information Document and subsequent Memorandum of Understanding between the Gray's Creek Water District and Fayetteville Public Works Commission. The Professional Engineering Services include general services, surveying, geotechnical investigation, design, permitting, construction administration, and strategic communications. The Professional Engineering Services project will be led by Amanda Bader, from Cumberland County, and Mary Brice, HDR Engineering, Inc. of the Carolinas (Vendor). Their contact information is provided below.

**Amanda Bader, PE**

Director Solid Waste Management Department  
General Manager of Natural Resources  
Phone: 910-438-4041  
[abader@cumberlandcountync.gov](mailto:abader@cumberlandcountync.gov)

**Mary Brice, PE**

Water/Wastewater Project Manager  
Phone: 919-900-1636  
[mary.brice@hdrinc.com](mailto:mary.brice@hdrinc.com)

## 2 Introduction

County is at the forefront of an emerging contaminant issue as many areas of the county have Per- and Poly-Fluoroalkyl Substances (PFAS) contaminating drinking water in private wells. The County is aggressively pursuing installation of water distribution pipes in a portion of the Gray's Creek Water and Sewer District to deliver potable water to impacted areas. See Map in Attachment A.

The Project will be designed and constructed based on the following 3 construction packages to meet schedule requirements:

- Distribution Waterline – Section 1
- Distribution Waterline – Section 2
- Distribution Waterline – Section 3

The Professional Engineering Services include the 9 tasks described below in Section 3.

## 3 Project Tasks

### Task 1 – General Services

Perform administration and accounting tasks including the setup and management of a project accounting system, preparing monthly invoices, internal project reviews, and reviewing and paying subconsultant invoices.

Coordinate overall project activities, data needs, schedule, decisions, etc. with County and subconsultants. Prepare for and participate in progress meetings to provide updates, review progress, discuss current activities, consider alternatives, and make decisions. Virtual biweekly (one every two weeks) progress meetings are included from notice-to-proceed until end of year 2026.

#### TASK ASSUMPTIONS AND EXCLUSIONS

- Design Review Meetings and Construction Progress Meetings for specific design and construction packages are included in Tasks 3 through 5.
- Consulting Services, services that are not part of a specific design and construction package, can be provided under the allowance in Task 9.

#### TASK DELIVERABLES

- Meeting Notes
- Invoices

### Task 2 – Engineering Report and Environmental Information Document Revision

To the extent possible the following tasks will incorporate, update and provide revision to the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024).

#### Task 2.1 –Basis of Planning

The purpose of this task is for Vendor to facilitate the project kickoff and identify the parameters that will define the scope and scale of the 2024 *Gray's Creek Phase I* water system. Focus will be update of the Basis of Planning found in the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include information relevant to a potential interconnection with the Fayetteville PWC water system. As part of the task, Vendor will perform the following:

##### A. Basis of Planning

Vendor will facilitate a basis of planning workshop with the County, consulting team, and Fayetteville PWC participants. Workshop objectives include:

- Review project scope and schedule
- Define project goals, objectives, critical success factors, and desired outcomes
- Define team member roles and responsibilities, and modes of communication

## **B. Water Distribution Pipeline Network Development and Population and Flow Projections**

Vendor will prepare and implement a methodology to route distribution system piping which targets locations where PFAS contamination has occurred in private water supplies. Every effort will be made to develop a distribution system network which satisfies NCDEQ guidelines for funding of projects related to emerging contaminants. From the resulting distribution system network, Vendor will prepare and implement a methodology to estimate population served and water demand for the project. Data sources may include, but are not limited to:

- United States Census Bureau
- North Carolina Office of State Budget and Management
- Cumberland County Planning & Inspections Department
- Fayetteville Area Planning Organization
- Cumberland County parcel data for land use designation
- Analytical results of water samples from private drinking water wells in the project area (as provided by NCDEQ)
- Other data, such as the presence of in-house and whole-house filtration units, related to private drinking water wells in the project area (as provided by NCDEQ)
- Fayetteville PWC Design Manual
- State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended
- *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024)

## **C. Hydraulic Model Development**

Vendor will create and validate a water distribution system hydraulic model of the proposed distribution system network in order to determine final infrastructure sizes and locations. The general hydraulic modeling effort will include:

- Identification of system performance criteria
- Identification of system design criteria
- Future conditions analysis
- Review and validation with permitting authorities and County staff

## **D. Proposed Project Description**

Vendor will review prior planning associated with the conceptual development of the Gray's Creek Phase I distribution system, incorporate new information, and define the proposed distribution system project and possible future phases.

#### **TASK 2.1 ASSUMPTIONS**

- The project kickoff workshop is planned as a 2-hour virtual kickoff meeting with staff to introduce the project team, establish lines of communication, and review the scope of services and project schedule.
- Basis of planning will be discussed during virtual weekly progress meetings, as needed.
- Boundary conditions will be supplied by others.
- Some design decisions will be based on boundary conditions supplied by others.
- A distribution system can be configured to result in at least 25% of the service connections being related to private wells that have contamination above the proposed MCL / Hazard Index.
- Fayetteville PWC will provide a water source that meets the PFAS MCLs and Hazard Index by December 31, 2028. The Gray's Creek Phase I water distribution system will be installed as "dry lines" until that time.
- Water treatment, booster pumping, reduced pressure backflow prevention, and elevated storage will not be needed.
- It may not be possible to fully determine, quantify, or mitigate deficiencies such as high water age, need for chlorine booster stations, need for booster pumping, or need for flushing locations.
- It may not be possible to fully determine operational schemes to optimize efficiency and comply with regulatory requirements for disinfection and disinfection by-products.

#### **TASK 2.1 DELIVERABLES**

- Meeting notes.

### **Task 2.2 – Environmental Information Document**

Vendor will prepare an update to the Environmental Information Document found in the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include revision of Section 5 Environmental Information Document and Appendix J Environmental Information Document to include analysis of a potential interconnection with the Fayetteville PWC water system.

Vendor will prepare an environmental information document in accordance with the requirements of *Guidance for Environmental Clearance Related to the Clean Water and Drinking Water State Revolving Fund Programs* (NCDEQ, July 2021). Preparation of the environmental information document will include:

#### **A. Desktop Screening**

Vendor will perform a desktop screening to identify conditions which may affect environmental impacts associated with the project and identify environmental factors which require further evaluation.

## **B. Field Visits**

Vendor will perform field investigations at the project area to reveal site conditions not detected through the desktop analysis and confirm the environmental documentation requirements of the project.

## **C. Preparation of Environmental Information Document**

Vendor will prepare an Environmental Information Document in accordance with the requirements of *Guidance for Environmental Clearance Related to the Clean Water and Drinking Water State Revolving Fund Programs* (NCDEQ, July 2021). The document will include:

- Narrative
- Project maps including
  - Site map
  - Floodplain
  - Soils
  - Prime and unique farmlands
  - Wetlands and streams
  - Threatened and endangered species
  - Wild and scenic rivers
  - Areas of archaeological or historical value
  - USEPA environmental justice geographic assessment
  - National Ambient Air Quality Standards attainment status
- Identification of impacts
- Proposed mitigation measures
- *Division of Water Infrastructure Categorical Exclusion by Review (CER) Environmental Information Checklist* (NCDEQ, July 2021)

### **TASK 2.2 ASSUMPTIONS**

- New project area (i.e. area not included in the report *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024)) will not exceed two acres.
- Environmental Information Documentation requirements will be met with Categorical Exclusion by Review.
- Discuss Environmental Information Document during virtual weekly progress meetings, as needed.
- If necessary, County will obtain access agreements within 5 days of private property identification (private streets) for all site assessments and field work. Vendor understands the County may retain a property acquisition consultant to obtain access agreements.
- County is responsible for all survey services including preparation of topographic surveys, deed research, plat preparation, easement preparation, recordation, and all services requiring a licensed land surveyor.
- No public meeting is required.

#### **TASK 2.2 DELIVERABLES**

- Meeting notes.
- Environmental Information Document.

#### **TASK 2.2 SCHEDULE**

The effort can begin after Task 2.1 is complete, but cannot be completed until all required access agreements are procured (if needed).

### **Task 2.3 – Alternatives Analysis**

Vendor will prepare an update to the alternatives analysis found in the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include revision of Section 4.1.1.2 Regionalization/Consolidation to include analysis of a potential interconnection with the Fayetteville PWC water system. The updated Alternatives Analysis will include a description of alternatives (including a "no action" alternative), cost estimates, present worth analysis, summary, and a description of the preferred alternative.

#### **TASK 2.3 ASSUMPTIONS**

- Environmental review does not preclude distribution-only infrastructure and interconnection with the Fayetteville PWC water system from becoming the selected project.
- Reduced pressure zone backflow preventers and elevated tanks are not needed for interconnection with Fayetteville PWC.
- County will not need to establish a Public Water Supply System for interconnection with Fayetteville PWC.
- Fayetteville PWC will provide a water source that meets the PFAS MCLs and Hazard Index by December 31, 2028. The Gray's Creek Phase I water distribution system will be installed as "dry lines" until that time.
- Water treatment, booster pumping, reduced pressure backflow prevention, and elevated storage will not be needed.
- Fayetteville PWC will allow easements less than 20 feet wide on water main installation on private and unpaved roads where line sizes are 6" or less.
- Annexation agreements are not required between City of Fayetteville and County or customers.
- Fayetteville PWC is able to permit "dry lines."
- Discuss alternative analysis during virtual weekly progress meetings, as needed.
- Distribution system alternatives will include two alignment alternatives and two material alternatives.
- Treatment alternatives will include a conventional treatment process and one alternative process.
- The guidance for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014) will apply to the present worth analysis and the NCDEQ Present Worth Analysis workbook will be used to calculate present worth.



### TASK 2.3 DELIVERABLES

- Meeting notes.
- Draft Alternatives Analysis.
- Final Alternatives Analysis.

### TASK 2.3 SCHEDULE

Task 2.3 efforts may not commence until Task 2.1 is complete.

## Task 2.4 – Financial Analysis

Vendor will prepare an update to the financial analysis found in the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include revision of Section 6 Financial Analysis to include analysis of a potential interconnection with the Fayetteville PWC water system.

Vendor will prepare a financial analysis of the selected project in accordance with the guidance for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014).

Additionally, Vendor will provide statistics and limited analysis related to:

- Locations and numbers of affected parties per Consent Order paragraph 19 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).
- Locations and numbers of affected parties with whole building filtration per Consent Order paragraph 19 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).
- Locations and numbers of affected parties per Consent Order paragraph 19 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended) who may have access to the Gray's Creek Phase I water distribution system.
- Cost per connection if only affected parties per Consent Order paragraph 19 participate in the public water system (where available).
- Funding and service life commitment from Chemours related to those parties with whole building filtration per Consent Order paragraph 19 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).



- Locations and numbers of affected parties with under sink point treatment or another system per Consent Order paragraph 20 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).
- Funding and service life commitment from Chemours related to those parties with under sink point treatment or another system per Consent Order paragraph 20 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).

#### **TASK 2.4 ASSUMPTIONS**

- Distribution-only infrastructure and interconnection with the Fayetteville PWC water system is the selected project.
- Prior to preparation of the financial analysis Fayetteville PWC and County will provide an agreement, including financial terms, operation and maintenance agreement, all customer fees including connection fees, availability fees, rates, and rate structure, under which the County will convey infrastructure to Fayetteville PWC upon completion.
- Fayetteville PWC will provide a water source that meets the PFAS MCLs and Hazard Index by December 31, 2028. The Gray's Creek Phase I water distribution system will be installed as "dry lines" until that time.
- Water treatment, booster pumping, reduced pressure backflow prevention, and elevated storage will not be needed.
- Discuss the financial analysis during virtual weekly progress meetings, as needed.
- The guidance for Minor Engineer's Reports/Environmental Information Documents will apply to the financial analysis. The NCDEQ Financial Analysis workbook will be used to perform the analysis.
- Funding sources (including interest rates, repayment periods, or other terms and conditions) will be known at the time of the analysis.
- Rate studies will not be performed as part of this project.

#### **TASK 2.4 DELIVERABLES**

- Meeting notes.

#### **TASK 2.4 SCHEDULE**

Task 2.4 efforts may not commence until Task 2.1 is complete.

### **Task 2.5 – Public Participation**

Vendor will provide strategic communications professional services to the County with the goal of providing adequate opportunities for public participation as described in the guidance for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014).

Services will include:

- Preparation of a public engagement plan which includes the following content:
  - Time frame, need, and purpose of project.
  - Options for the project.
  - Explanation of costs that residents will pay associated with the project, including:
    - Cost of connection to the water main.
    - Anticipated monthly water bill.
    - Cost of availability fee.
- Facilitation of two public meetings.
- Preparation of communication materials.
- Preparation of social media posts.
- Monitoring of and response to public comments.

Vendor will prepare materials and provide facilitation services for two public meetings. Vendor will participate in public meetings, receive documentation of public notification and reporting on public meetings, and incorporate that information into the final Preliminary Engineering Report.

#### **TASK 2.5 ASSUMPTIONS**

- Discuss the public engagement plan during virtual weekly progress meetings, as needed.
- Vendor will facilitate a maximum of two public meetings.
- Vendor will collaborate with County for all public notification and public meetings including website postings, advertisements, meeting presentations, facilitation, meeting summaries, and reporting.
- County will provide meeting venue.
- Strategic communications services for public participation related to the general requirements of the Engineering Report are limited to two public meetings held in two consecutive months.

#### **TASK 2.5 DELIVERABLES**

- Exhibits and information developed for distribution to the public.

#### **TASK 2.5 SCHEDULE**

Task 2.5 efforts will commence at kickoff; however, public meetings will not occur until Task 2.4 is complete.

### **Task 2.6 – Preparation of Preliminary Engineering Report**

Vendor will prepare an update to the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include revision of all Sections as needed, including Executive Summary, to include analysis of a potential interconnection with the Fayetteville PWC water system.

Vendor will prepare a draft and final Preliminary Engineering Report in accordance with the guidance for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014). The report shall include the following:



- Executive Summary
- Basis of Project Planning
- Purpose and Need
- Alternatives Analysis
- Environmental Information Document
- Financial Analysis
- Summary of Public Participation
- Recommendations

The final Preliminary Engineering Report will be prepared and sealed by a NC Licensed Engineer.

#### **TASK 2.6 ASSUMPTIONS**

- Discuss the Preliminary Engineering Report during virtual weekly progress meetings, as needed.
- The 2024 Gray's Creek Phase I project meets the requirements for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014).
- County will provide timely response to Vendor data requests and requests for review and comment of draft documents related to completion of the Preliminary Engineering Report.

#### **TASK 2.6 DELIVERABLES**

- Meeting notes.
- Draft Preliminary Engineering Report.
- Final Preliminary Engineering Report.

#### **TASK 2.6 SCHEDULE**

Task 2.6 efforts cannot be completed until Tasks 2.1 through 2.5 are complete.

### **Task 3 – Distribution Waterline – Section 1**

In total, the distribution waterlines extend approximately 71,000 LF along the alignments shown in Attachment A. To expedite schedule, the distribution waterlines are broken into three design and construction packages. Distribution Waterline – Section 1 includes approximately 14,000 LF. The following subtasks will be performed:

#### **A. Surveying and SUE**

Topographic and planimetric surveys, along with subsurface utility engineering (SUE) to locate existing utilities, will be performed along the waterline alignment to support the design. The following activities will be performed:

- Survey limits will cover an 80-foot width, extending 40-feet in each direction from road centerline within the limits of the proposed waterlines along paved roads, 60-foot total width along unpaved roads. Survey along NC-87 will only include the right-of-way area west of the western edge of pavement.

- Limits of road right-of-way will be determined through deed research and field survey. For any properties where deeds are not readily available online and/or where no front corner property monuments exist to establish right-of-way limits, more extensive research and/or survey to determine right-of-way can be provided under the allowance in Task 6.
- SUE Quality Level B will be performed within road right-of-way along the proposed waterlines.
- An environmental field review will be performed along the waterline alignment to identify and delineate jurisdiction streams and wetlands and document the presence of any observed threatened or endangered species or their habitat within the expected limits of disturbance.

### **B. Geotechnical Investigation**

10 soil borings are included, each to a depth of 15-feet or auger refusal, whichever is less. Prior to performing the soil borings, NC 811 will be contacted to request marking of underground utilities. Following completion of the soil borings, a geotechnical report will be prepared to summarize the field work performed and the laboratory testing.

### **C. Design**

Design drawings will be prepared for the proposed waterlines. The following activities will be performed:

- Field survey data and existing utility locations will be incorporated onto the drawings to show existing conditions.
- Proposed waterline infrastructure along with temporary erosion and sediment control devices will be designed and incorporated onto the drawings to show and note the work to be performed by the contractor.
- Profile views will be developed to show existing ground elevation and proposed waterline elevation.
- Traffic control standard notes and details will be included in the drawing set, no project specific traffic control plan will be prepared.
- Design specifications will be prepared using Vendor's standard technical specifications, modified to meet project requirements, and Standard Engineers Joint Contract Documents Committee (EJCDC) front-end documents, modified to meet project requirements.
- An opinion of probable construction cost will be prepared based on the 90% design.

Drawings and specifications will be provided to the County for review at the 60% and 90% completion stage. A design review meeting will be held with the County following each of these two submittals.

### **D. Permitting**

Provide drawings, specifications, and permit applications, and pay applicable permit fees, for the following permits and respond to agency comments.

- USACE - Nationwide Permit No. 58 (under Section 404)



- NCDEQ – Section 401 Water Quality Certification
- NCDEQ – Erosion and Sediment Control Permit
- NCDEQ – Authorization to Construct
- NCDOT - Encroachment Permit

#### **E. Bidding and Award**

Assist the County with the following activities:

- Prepare 'Issued for Bid' (IFB) contract documents.
- Provide PDF copies of the contract documents to prospective bidders.
- Prepare for and participate in Pre-Bid Conference.
- Respond to bidder questions and issue addenda as appropriate.
- Attend Bid Opening.
- Prepare certified bid tabulation and award recommendation.
- Prepare conformed contract documents.
- Prepare and provide 'Issued For Construction' (IFC) contract documents to selected contractor.

#### **F. Construction Services**

Assist the County during the construction phase by performing the following services. The scope is based on a 12-month continuous construction duration beginning immediately following bidding and award.

- Meetings. Attend and participate in the Construction Kick-off Meeting and, after construction begins on the site, Monthly Progress Meetings with Contractor and County over the construction duration.
- Construction Observation. Perform construction observation during active construction to observe the work being performed by the contractor(s) to check for general compliance with the contract documents, review and make recommendation regarding monthly pay applications, and witness required testing. Construction observation will be spread among other construction packages (sites) to provide part-time coverage for each project. One full-time Resident Project Representative (RPR) will be assigned to cover all packages. Typically, each site will be visited once per day, the time spent at each site will depend on the work being performed on that day. During major activities at multiple sites, a second RPR can be added to provide additional coverage, this additional service is included in Task 6.
- Clarifications and Interpretations. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to address contractor questions.
- Shop Drawings. Review and approve or take other appropriate action in respect to Shop Drawings and other data which contractor is required to submit, but only for conformance with the Contract Documents and compatibility with the design concept of the completed Project.
- Substitutes and "or-equal." Review the acceptability of substitute or "or-equal" materials and equipment proposed by contractor based solely on data provided by the contractor.



- As-Recorded Drawings. Prepare As-Recorded Drawings by incorporating changes noted by the contractor during construction. Vendor will solely rely on the data provided by the contractor and will not perform surveys or other work to collect additional data or to verify or correct data provided by the contractor.

#### **TASK ASSUMPTIONS AND EXCLUSIONS**

- Surveying and SUE is limited along the waterline alignments to the scope defined and does not include complete property boundary surveys, or Level A SUE.
- Geotechnical investigation does not include rock cores, or investigation for corrosive soils, contaminated soils, stray currents, or related studies.
- Only the permits specifically listed are included in the scope. Any fees or services for required mitigation or other costs beyond the initial permit application are not included. Approval of permit applications by the agencies is not guaranteed.
- Scope assumes the project will only bid one time and qualified contractors will submit competitive bids, such that County will award the project and not re-bid.
- Construction Services do not include supervising or directing contractor, or having responsibility for means and methods, procedures or techniques, schedule, safety, or quality.
- Property and easement acquisition services, including property boundary surveys and mapping, if required, can be provided under the allowance in Task 8.
- Materials Testing, if required, can be provided under the allowance in Task 6.

#### **TASK DELIVERABLES**

- Meeting Notes.
- Geotechnical Report.
- 60% and 90% Drawings and Specifications.
- Opinion of Probable Construction Cost.
- Permit Applications.
- Issued For Bid contract documents.
- Bid Tabulation and Award Recommendation.
- Issued For Construction contract documents.
- As-Recorded Drawings.

### **Task 4 – Distribution Waterline – Section 2**

In total, the distribution waterlines extend approximately 71,000 LF along the alignments shown in Attachment A. To expedite schedule, the distribution waterlines are broken into three design and construction packages. Distribution Waterline – Section 2 includes approximately 26,000 LF. The following subtasks will be performed:

#### **A. Surveying and SUE**

See Subtask 3A for list of services included.

#### **B. Geotechnical Investigation**

See Subtask 3B for list of services included, 15 soil borings are included.



**C. Design**

See Subtask 3C for list of services included.

**D. Permitting**

See Subtask 3D for list of permits included.

**E. Bidding and Award**

See Subtask 3E for list of services included.

**F. Construction Services**

See Subtask 3F for list of services included. The scope is based on a 15-month continuous construction duration beginning immediately following bidding and award.

**TASK ASSUMPTIONS AND EXCLUSIONS**

See Task 3 for list of assumptions and exclusions.

**TASK DELIVERABLES**

See Task 3 for list of task deliverables.

**Task 5 – Distribution Waterline – Section 3**

In total, the distribution waterlines extend approximately 71,000 LF along the alignments shown in Attachment A. To expedite schedule, the distribution waterlines are broken into three design and construction packages. Distribution Waterline – Section 3 includes approximately 31,000 LF. The following subtasks will be performed:

**A. Surveying and SUE**

See Subtask 3A for list of services included.

**B. Geotechnical Investigation**

See Subtask 3B for list of services included, 20 soil borings are included.

**C. Design**

See Subtask 3C for list of services included.

**D. Permitting**

See Subtask 3D for list of permits included.

**E. Bidding and Award**

See Subtask 3E for list of services included.

**F. Construction Services**

See Subtask 3F for list of services included. The scope is based on a 16-month continuous construction duration beginning immediately following bidding and award.

**TASK ASSUMPTIONS AND EXCLUSIONS**

See Task 3 for list of assumptions and exclusions.

**TASK DELIVERABLES**

See Task 3 for list of task deliverables.



## **Task 6 – Field Services Allowance**

An allowance is included for field services. The scope of these services will be defined as the project progresses. The scope may include:

- Perform additional construction observation beyond that provided in Subtasks 3F through 5F. One full-time Resident Project Representative (RPR) will be assigned to cover all packages over a consecutive 24-month period. The RPR will visit each site daily to provide part-time coverage at each site. These services are described in subtask 3F and are already included for each of the 3 construction packages in Tasks 3F through 5F. Task 6 will be used to provide additional RPR services, if needed. During simultaneous major activities at multiple sites, a second RPR will be engaged to provide additional coverage during this 2-year period. This Task will also be used for RPR services, if any, that extend beyond the 2-year period.
- Perform materials testing, such as concrete strength and soil compaction testing, that may be required during construction of the waterlines.
- Perform surveying, SUE, and/or geotechnical investigation beyond the scope defined in Tasks 3 through 5.
- Other related services as identified throughout the project.

## **Task 7 – Strategic Communications Allowance**

An allowance is included for strategic communication services. The scope of these services will be defined as the project progresses. The scope may include:

- Updates to the public engagement plan developed during the ER phase, including the following:
  - Time frame, need, and purpose of project.
  - Options for the project.
  - Explanation of costs that residents will pay associated with the project, including:
    - Cost of connection to the water main.
    - Anticipated monthly water bill.
    - Cost of availability fee.
- Prepare for and participate in up to two public meetings (in addition to those conducted during the ER phase).
- Prepare and mail communication materials.
- Develop and post social media.
- Monitor and respond to public comments.
- Other services as identified throughout the project.

## **Task 8 – Easement Acquisition Support Allowance**

An allowance is included for easement acquisition support services. The County has retained another firm to provide property and easement acquisition services. The scope of these services will be defined as the project progresses. The scope may include:



- Surveying to define property boundaries, developing easement maps or exhibits, preparing legal or other property descriptions, staking of proposed easement boundaries, and related services.
- Research, beyond review of online data, to determine road right-of-way limits and/or ownership.
- Meetings and discussions with property owners related to easement acquisition.
- Other services as identified throughout the project.

## **Task 9 – Consulting Services Allowance**

An allowance is included for consulting services. The scope of these services will be defined as the project progresses. The scope may include:

- General consulting services regarding this specific project, expansion of the water system, or related projects or tasks.
- Prepare or update Water System Management Plan and/or other documents required by funding and/or permitting agencies.
- Review projects and align with funding sources.
- Prepare for and conduct discussions and meetings with funding agencies, regulatory agencies, and legal counsel.
- Consult with County on funding options, prepare/review funding applications, evaluate funding requirements, and services related to compliance with funding requirements.
- Review and prepare documentation related to construction pay applications regarding amount to be paid, materials installed and stored, wages, sales tax, etc. that may be required by funding agencies for approval and/or reimbursement.
- Assist with coordination, discussions, reviews related to Interlocal Agreements, Local Government Commission, and UNC School of Government.



## 4 Project Compensation and Schedule Summary

Compensation to Vendor is presented below and is based on the scope of services described and the project schedule. The schedule is included in Attachment B. The schedule will be updated once the notice-to-proceed date is established.

**Table 4-1 Project Fee – Lump Sum Tasks**

<b>Task</b>	<b>Fee</b>
Task 1 – General Services	\$353,300
Task 2 – Engineering Report	\$478,600
Task 3 – Distribution Waterline – Section 1	\$1,035,500
Task 4 – Distribution Waterline – Section 2	\$1,554,200
Task 5 – Distribution Waterline – Section 3	\$1,772,400
<b>Lump Sum Total</b>	<b>\$5,194,000</b>

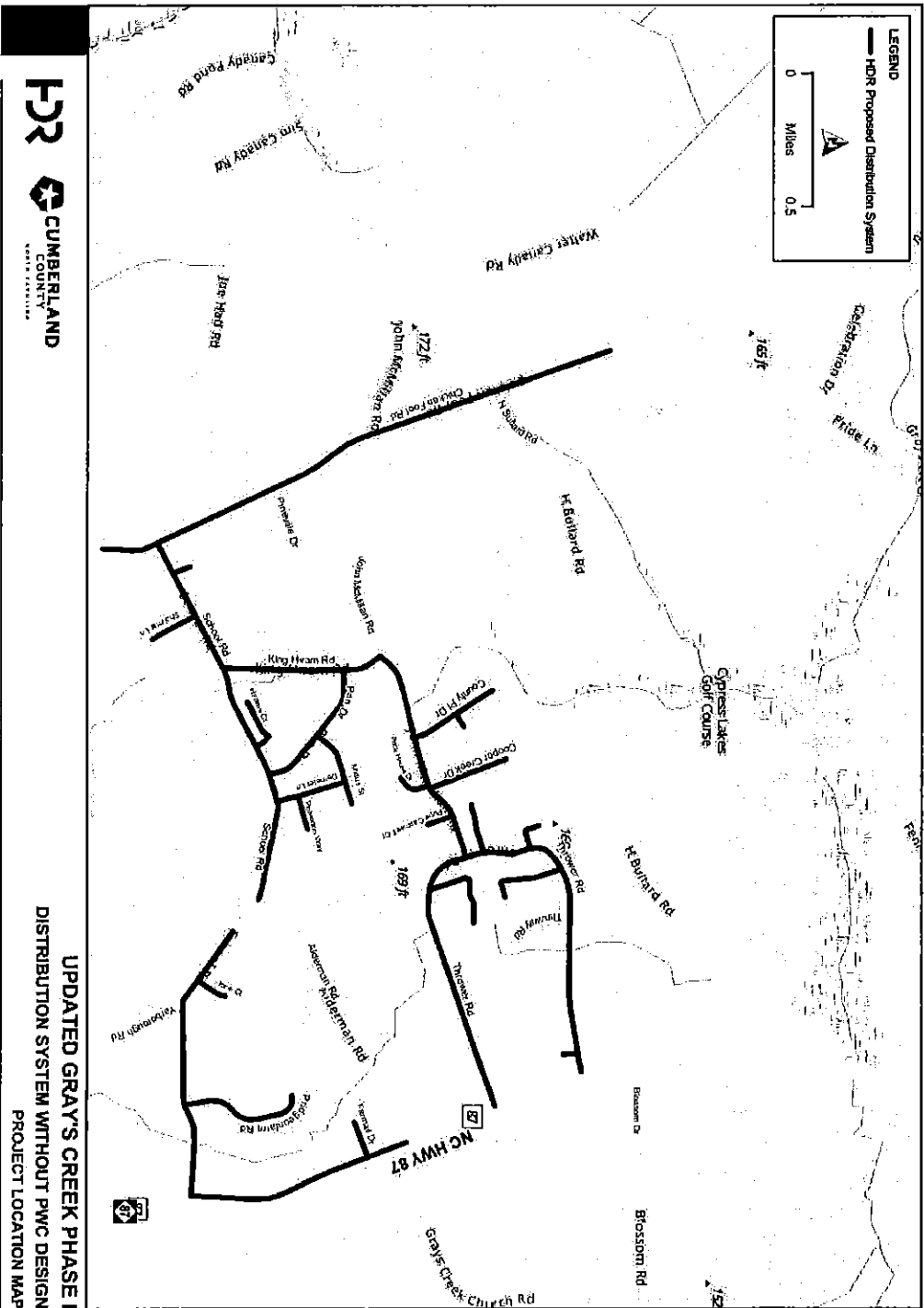
**Table 4-2 Project Fee – Hourly Not-to-Exceed Tasks**

<b>Task</b>	<b>Fee</b>
Task 6 – Field Services Allowance	\$200,000
Task 7 – Strategic Communications Allowance	\$150,000
Task 8 – Easement Acquisition Support Allowance	\$200,000
Task 9 – Consulting Services Allowance	\$325,000
<b>Hourly Not-to-Exceed Total</b>	<b>\$875,000</b>

For the herein described scope of services for a total fee of \$6,069,000.00. All additional services will be approved in advance by the County. Attachment C provides billing rates to be used for Hourly Not-to-Exceed tasks. Invoices will be submitted to the County on a monthly basis.

# Attachment A

## Project Map



**UPDATED GRAY'S CREEK PHASE I  
 DISTRIBUTION SYSTEM WITHOUT PWC DESIGN  
 PROJECT LOCATION MAP**

CUMBERLAND COUNTY GRAY'S CREEK PHASE I

# Attachment B

## Project Schedule

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
Task 1 - General Services	Jun 2024	Sep 2027
Task 2 - Engineering Report	Jun 2024	Sep 2024
Task 3 - Distribution Waterline - Section 1	Jul 2024	Aug 2026
3A - Surveying and SUE	Jul 2024	Sep 2024
3B - Geotechnical Investigation	Aug 2024	Oct 2024
3C - Design	Oct 2024	Jan 2025
3D - Permitting	Feb 2025	Apr 2025
3E - Bidding and Award	May 2025	Jul 2025
3F - Construction Services	Aug 2025	Aug 2026
Task 4 - Distribution Waterline - Section 2	Oct 2024	Apr 2027
4A - Surveying and SUE	Oct 2024	Jan 2025
4B - Geotechnical Investigation	Nov 2024	Jan 2025
4C - Design	Feb 2025	Jun 2025
4D - Permitting	Jul 2025	Sep 2025
4E - Bidding and Award	Oct 2025	Dec 2025
4F - Construction Services	Jan 2026	Apr 2027
Task 5 - Distribution Waterline - Section 3	Feb 2025	Sep 2027
5A - Surveying and SUE	Feb 2025	May 2025
5B - Geotechnical Investigation	Mar 2025	May 2025
5C - Design	Jun 2025	Oct 2025
5D - Permitting	Nov 2025	Jan 2026
5E - Bidding and Award	Feb 2026	Apr 2026
5F - Construction Services	May 2026	Sep 2027
Task 6 - Field Services Allowance	Jun 2024	Sep 2027
Task 7 - Strategic Communications Allowance	Jun 2024	Sep 2027
Task 8 - Easement Acquisition Support Allowance	Jun 2024	Sep 2027
Task 9 - Consulting Services Allowance	Jun 2024	Sep 2027



# Attachment C

## 2023/2024 Standard Unit Prices

RESOURCE CLASSIFICATION	HOURLY BILLING RATES
Project Principal	\$250-295
Senior Project Manager	\$250-275
Project Manager	\$190-245
Architect/Engineer IV	\$250-290
Architect/Engineer III	\$205-245
Architect/Engineer II	\$165-200
Architect/Engineer I	\$120-160
Staff Professional IV	\$250-290
Staff Professional III	\$200-245
Staff Professional II	\$150-195
Staff Professional I	\$105-145
CADD/GIS Technician III	\$135-160
CADD/GIS Technician II	\$105-130
CADD/GIS Technician I	\$80-100
Environmental Scientist V	\$200-250
Environmental Scientist IV	\$165-195
Environmental Scientist III	\$130-160
Environmental Scientist II	\$105-125
Environmental Scientist I	\$80-100
Construction Inspector III	\$155-175
Construction Inspector II	\$125-150
Construction Inspector I	\$80-120
Public Involvement IV	\$215-250
Public Involvement III	\$185-210
Public Involvement II	\$145-180
Public Involvement I	\$110-140
Senior Accountant	\$125-135
Accountant	\$100-120
Graphic Designer/Technical Editor	\$115-125
Administrative Assistant	\$90-115

### Labor rates

The labor rates listed to the left provide a range for each category of service. HDR will assign the best suited staff, depending on the assignment. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees.

### Expenses

All project expenses (i.e., reproduction, travel, lodging, meals, etc.) and all subcontractor costs will be marked up by 10%.

## Attachment D Insurance Coverage

Certificate of Liability Insurance – Producer: Willis Towers Watson Midwest, Inc.  
Certificate of Liability Insurance – Producer: Lockton Companies





AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. of the Carolinas 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: HYDROGEOLOGICAL SERVICES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Location(s):

**All locations owned by or rented to the Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-033

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Construction Project(s):

**All construction projects not located at premises owned, leased or rented by a Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location And Description Of Completed Operations

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



Policy Number TB2-641-444950-033  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-043  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-013  
\$

Effective Date 06/01/2023

Premium

Issued to: HDR Engineering, Inc. of the Carolinas

Policy Number TB2-641-444950-033  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-043  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-013 Effective Date 06/01/2023

Premium \$

Issued to HDR Engineering, Inc. of the Carolinas

Endorsement

No.





This endorsement, effective: 06/01/2023 - 06/01/2024

Forms a part of policy no.: P001412300

Issued to: HDR Engineering, Inc.

By: Lloyd's of London

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#### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same

## Attachment E

# COUNTY RFQ for Professional Design Services for Cumberland County Public Water System



## REQUEST FOR QUALIFICATIONS (RFQ)

### Professional Design Services for Cumberland County Public Water Systems

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for the development and construction of public water systems within Cumberland County. The scope of services to be provided will encompass all aspects of developing and constructing the infrastructure to obtain surface water and/or groundwater source water, treatment, and delivery through new public water systems. These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, hydraulic modeling, water treatability studies, negotiation of water purchase agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to develop a water system in southern Cumberland County to address groundwater contamination. The anticipated water source for this project is groundwater with treatment. The services to be provided for this initial project will include the development of the groundwater supply wells and the design of the system for treatment, storage, and water main construction standards. There is no assurance of additional services being required beyond this initial project.

#### Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Environmental Assessments
- Water treatment
- Water storage
- Water quality
- Water demand
- Water transmission
- Hydraulic modeling
- Permitting, design, bidding and construction administration and construction inspection of water supply projects

## MINIMUM QUALIFICATIONS

1. The respondent shall have a minimum of 5 years of experience in water system design.
2. Qualifications of Professional Staff – Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
3. Subcontractors – Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

## SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

1. Firm name, address, telephone numbers, year established and brief history of the firm.
2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
3. The firm's related experience in managing federally funded local projects.
4. Types of services customarily provided by the firm.
5. Name and resume of Project Manager to be assigned to this project.
6. Number of staff available for this assignment and their qualifications.
7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an **8% objective** for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.

9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
11. List of current projects underway and the estimated cost and completion date of each.
12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

**Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:**

**E-VERIFY.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

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

**Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:**

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the [www.SAM.gov](http://www.SAM.gov) that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than **2:00 PM, Friday, Dec 1, 2023**. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

**Cumberland County Public Utilities Department  
Attention: Amy Hall, Public Utilities Specialist  
130 Gillespie Street, Room 214  
Fayetteville, North Carolina 28301**

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

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

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

### **QUESTIONS**

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to [ahall@cumberlandcountync.gov](mailto:ahall@cumberlandcountync.gov), no later than **2:00 PM, Monday, Nov 27, 2023**. Questions received after this date and time will not be considered for response.

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

**Attachments:**

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet



**ATTACHMENT A: EXECUTION OF PROPOSAL**

**EXECUTION**

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

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

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

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

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

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

## **ATTACHMENT B: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

**This form is required only for purchases of more than \$100,000**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT  
of Cumberland

State of North Carolina County

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal.
  
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
  
3. Such proposal is genuine and is not a collusive or sham proposal.
  
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and
  
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Subscribed and Sworn to Before Me,

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES**

**!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.**

This *Attachment D* is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### **1. Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

### **2. Contractor Compliance**

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

### **3. Conflict of Interest**

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

### **4. Mandatory Disclosures**

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

#### **5. Clean Air Act and The Federal Water Pollution Control Act**

##### **Clean Air Act:**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### **Federal Water Pollution Control Act:**

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **6. Access to Records and Reports**

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**7. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**8. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**9. Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

**10. Termination**

(1) *Termination Without Cause.* The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

**(3) Additional Grounds for Default Termination by the County.** By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

**(4) Cancellation of Orders and Subcontracts.** In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

**(5) No Effect on Taxes, Fees, Charges, or Reports.** Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

**(6) Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

**(7) No Suspension.** In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**(8) Authority to Terminate.** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

**(9) Audit.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

## **11. Remedies**

**(1) Liquidated Damages:** The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

**(2) Right to Cover:** If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

**(3) Right to Withhold Payment.** If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

**(4) Specific Performance and Injunctive Relief.** The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that



the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) **Setoff.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) **Other Remedies.** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

### **12. Debarment and Suspension**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **13. Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **14. Davis-Bacon Requirements**

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

#### **15. Copeland "Anti-Kickback" Act**

(1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

**(2) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**(3) Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **17. Rights to Inventions Made Under a Contract or Agreement**

### ***Patent and Rights in Data***

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

**Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **18. Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **19. Safeguarding Personal Identifiable Information:**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

#### **20. Buy USA - Domestic Preference for certain procurements using federal funds.**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**21. Byrd Anti-Lobbying Amendment**

**Contractors who apply or bid for an award of \$100,000 or more shall file the required certification.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**22. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.



**ATTACHMENT E: EVALUATION SHEET**

**Evaluation Sheet - Engineering Services - Cumberland County Public Water Systems  
Total Max Points (Per Vendor) 100**

Evaluators Name: \_\_\_\_\_

Vendor	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
	20 Points Max	25 Points Max	15 Points Max	25 Points Max	15 Points Max		
						0	
						0	
						0	

**Additional Notes**  
\*If additional space is needed for notes, see attached

Vendors

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## Attachment F

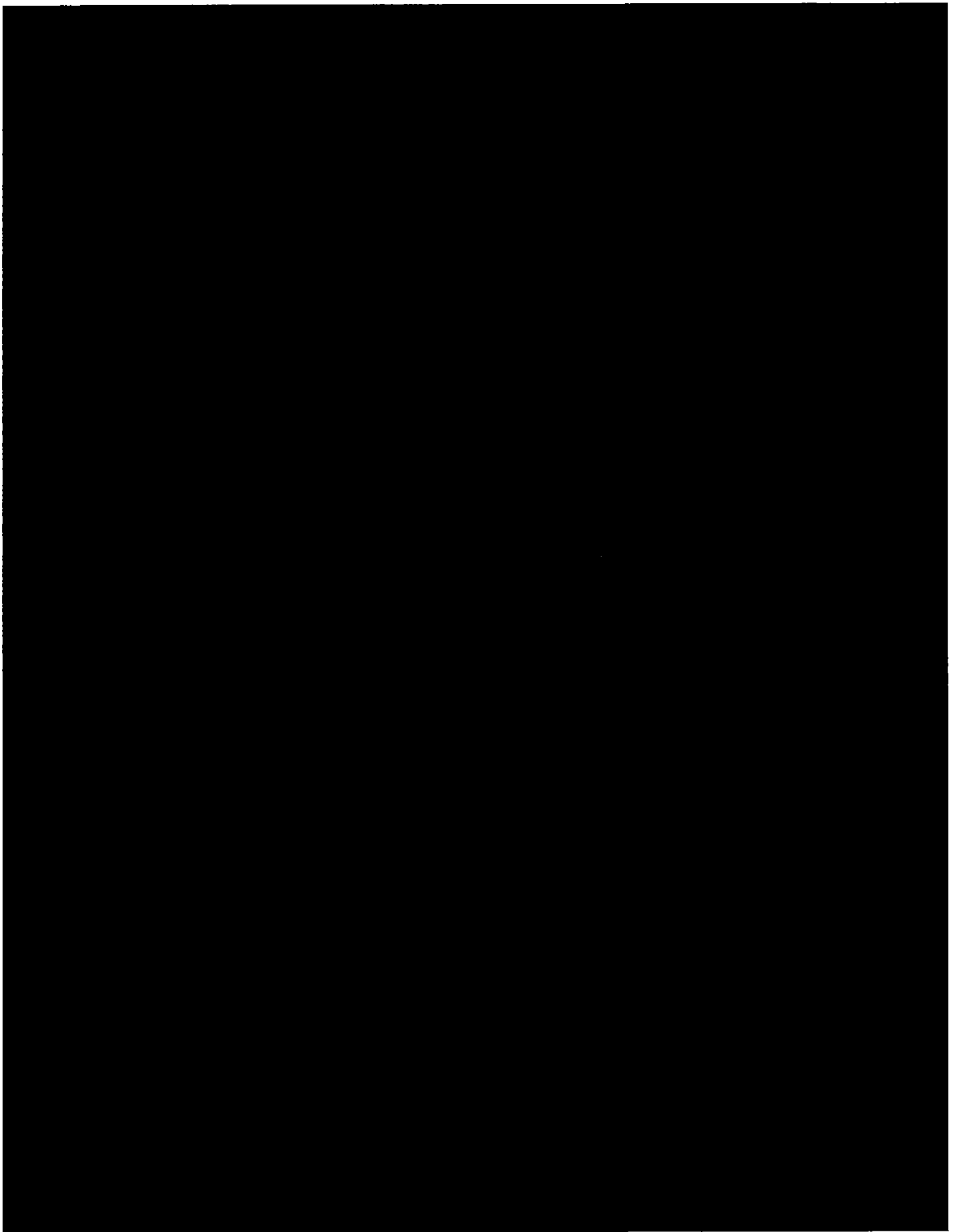
# HDR STATEMENT OF QUALIFICATIONS FOR Professional Design Services for Cumberland County Public Water System December 1, 2023



STATEMENT OF QUALIFICATIONS FOR

**Professional Design Services for  
Cumberland County Public Water  
Systems**

December 1, 2023





December 1, 2023

Ms. Amy Hall  
Public Utilities Specialist  
Cumberland County Public Utilities Department  
130 Gillespie Street, Room 214  
Fayetteville, North Carolina 28301

RE: Statement of Qualifications - Professional Design Services for Cumberland County Public Water Systems

Dear Ms. Hall and Members of the Selection Committee:

HDR Engineering, Inc. of the Carolinas (HDR) is excited to express our interest in performing the services associated with the County's Public Water Systems and hereby submits our Statement of Qualifications for consideration. Selecting HDR provides the County with the following benefits:

- **FAMILIAR AND TRUSTED LEADERSHIP.** Our team is led by Joe Langston, PE and is comprised of many individuals including Jeff Murray, Chris Brown and Mary Brice, a team you know and trust and, more importantly, will deliver a project that meets your needs.
- **COMMITMENT TO THE COUNTY.** Cumberland County is an important client for HDR, and we are excited to continue our working relationship on this project by evaluating your water system needs. You will receive the superior technical solutions and service you expect from HDR on this project.
- **PROVEN APPROACH.** HDR has demonstrated success on numerous public water system design projects. Our Team has performed similar services for Johnston County, Town of Clayton, Caldwell County, City of Greensboro, City of Raleigh, and others. Our comprehensive experience means efficient execution of effective solutions for you.

*By submitting this SOQ, HDR certifies the following:*

- *The potential Contractor has read and understands the conditions set forth in this RFQ to include County general conditions/service terms, any addenda, all attached exhibits, and agrees to negotiate in good faith for fair and reasonable contracts terms as we have done over the past several years.*
- *The potential Contractor acknowledges the E-Verify and Iran Divestment Act Certification requirements set forth in the RFQ.*
- *The potential Contractor acknowledges the Federal contracting requirements described in the RFQ.*

HDR meets the minimum qualification listed on page 2 of the RFQ. Please let us know if you have any questions.

Respectfully Submitted,  
HDR Engineering, Inc. of the Carolinas

Joe Langston, PE  
Project Manger

Jonathan Henderson, PE  
Senior Vice President

hdrinc.com

555 Fayetteville Street, Suite 900, Raleigh, NC 27601  
T 919.232.6600 F 919.232.6642

# 1 General Information

## Firm Name, Address, Telephone Number

HDR Engineering, Inc. of the Carolinas (HDR)  
555 Fayetteville Street, Suite 900  
Raleigh, NC 27601  
P: 919.232.6600

## Year Established

1917

## Brief History of the Firm

In 1917, Henning H. Henningson was struck by how many people near and far needed better water works, sewer systems and electric plants, so he founded the Henningson Engineering Company in Omaha, Nebraska. Chuck Durham, a civil engineer, led our early era of growth, as we expanded from 15 employees to more than a thousand. In the 1990s, our employee-ownership energized the company. By winning more global projects, we opened doors to share our talents with people around the world.

HDR has grown into a global employee-owned company providing engineering, architectural, environmental, and construction administration services – all under one roof. Operating locally as HDR Engineering, Inc. of the Carolinas, HDR recognized the growing need to expand our disciplines to better serve our local clients and surrounding municipalities. Over the years, our North Carolina resources have grown to over 575 and nationally to over 12,000. HDR provides a wide spectrum of engineering, planning, environmental, utility management, and architectural services. HDR is well positioned to deliver national expertise with a local approach and understanding.



**575+**  
Employees in HDR  
Raleigh, Winston-  
Salem, Wilmington,  
and Charlotte offices



Employees  
worldwide in  
office locations



1961  
First North Carolina HDR  
office was established



TOP 20 IN WATER  
TOP DESIGN FIRM



Local and Familiar  
Project Leadership



Collaborative History with  
Cumberland County



Team-Based  
Approach to Integrate  
the County's Input



Technical Expertise to  
Address Regulatory  
and Technical Requirements

# 2 Firm Licensure and Certificates of Insurance

HDR is properly licensed. Below are certificates from the North Carolina Secretary of State and the Board of Examiners for Engineers and Surveyors.

## Firm Licensure



### NORTH CAROLINA Department of the Secretary of State

#### CERTIFICATE OF EXISTENCE

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

#### HDR ENGINEERING, INC. OF THE CAROLINAS

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 20th day of July, 1948, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



NORTH CAROLINA BOARD OF EXAMINERS  
FOR ENGINEERS AND SURVEYORS  
4601 Six Forks Rd. Suite 310  
Raleigh, North Carolina 27609

HDR Engineering, Inc. of the Carolinas  
Attn: Legal  
1917 S 67th Street  
Omaha, NE 68106

#### This is to Certify that:

HDR Engineering, Inc. of the Carolinas is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *engineering* under the provisions of Chapter 89C and 559 of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No.: F-0116



THE NORTH CAROLINA BOARD OF  
EXAMINERS FOR ENGINEERS  
AND SURVEYORS

*Ado Pitt*  
Executive Director



Scan to verify online.

Reference# 20547117- Page: 1 of 1  
see at <https://www.sosnc.gov/verification>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 20th day of November, 2023.

*Elaine F. Marshall*

Secretary of State

POST IN PLACE OF BUSINESS

Issued 06/15/2023

Telephone  
(919) 791-2000

FAX  
(919) 791-2012

EMAIL Address  
ncbels@ncbels.org

WEB Site  
www.ncbels.org

HDR has the proper insurance. Full certificates of insurance are included at the end of this Statement of Qualifications.

**Certificates of Insurance**

**Professional Liability**

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 6/1/2024 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**PRODUCER:** Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000  
kcas@lockton.com

**INSURED:** HDR ENGINEERING, INC. OF THE CAROLINAS  
1917 SOUTH 67TH STREET  
OMAHA NE 68106

**INSURER:** Lloyd's of London

**COVERAGES** CERTIFICATE NUMBER: 20090749 REVISION NUMBER: XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CLASSIFICATION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
COMMERCIAL GENERAL LIABILITY	NOT APPLICABLE				EACH OCCURRENCE \$ XXXXXXXX POLARIS (See endorsement) \$ XXXXXXXX MED EXP (See endorsement) \$ XXXXXXXX PERSONAL & ADJ INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPOUND AGG \$ XXXXXXXX
AUTOMOBILE LIABILITY	NOT APPLICABLE				OWNED/SPOKEE LIMIT \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per occurrence) \$ XXXXXXXX
UMBRELLA/EXCESS LIABILITY	NOT APPLICABLE				EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	NOT APPLICABLE				EL. EMPLOYMENT \$ XXXXXXXX EL. DISEASE - EA EMPLOYEE \$ XXXXXXXX EL. DISEASE - POLICY LIMIT \$ XXXXXXXX
A ARCH & ENGR PROFESSIONAL LIABILITY	N N	P001412300	6/1/2023	6/1/2024	PER CLAIM \$1,000,000 AGGREGATE \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 116, Additional Remarks Schedule, may be attached to cover pages to protect):**  
RE: PROFESSIONAL ENGINEERING SERVICES FOR CUMBERLAND COUNTY PUBLIC WATER SYSTEMS.

**CERTIFICATE HOLDER:** 20090749 CUMBERLAND COUNTY PUBLIC UTILITIES DEPARTMENT  
ATTN: AMY HALL, PUBLIC UTILITIES SPECIALIST  
130 OLLIESPIE STREET, ROOM 214  
FAYETTEVILLE NC 28301

**CANCELLATION:** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:** Amy Hall

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

**Casualty Liability**

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**PRODUCER:** Willis Towers Watson Certificate Center  
1111 E. 9th Street, Suite 200  
Des Moines IA 50319  
Tel: 515 2720393 DSA

**INSURED:** HDR Engineering, Inc. of the Carolinas  
1917 South 67th Street  
Omaha NE 68106

**INSURER:** Liberty Mutual Fire Insurance Company 21035  
Ohio Casualty Insurance Company 24074  
Liberty Insurance Corporation 42401

**COVERAGES** CERTIFICATE NUMBER: W01190834 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CLASSIFICATION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
COMMERCIAL GENERAL LIABILITY	NOT APPLICABLE				EACH OCCURRENCE \$ 3,000,000 POLARIS (See endorsement) \$ 1,000,000 MED EXP (See endorsement) \$ 10,000 PERSONAL & ADJ INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOUND AGG \$ 4,000,000
AUTOMOBILE LIABILITY	NOT APPLICABLE				OWNED/SPOKEE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per occurrence) \$ 1,000,000
UMBRELLA/EXCESS LIABILITY	NOT APPLICABLE				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	NOT APPLICABLE				EL. EMPLOYMENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 116, Additional Remarks Schedule, may be attached to cover pages to protect):**  
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a primary, non-contributory basis where required by written contract. Waiver of subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

**CERTIFICATE HOLDER:** 20090749 CUMBERLAND COUNTY PUBLIC UTILITIES DEPARTMENT  
ATTN: AMY HALL, PUBLIC UTILITIES SPECIALIST  
130 OLLIESPIE STREET, ROOM 214  
FAYETTEVILLE NC 28301

**CANCELLATION:** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:** Amy Hall

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD



### 3 Funding Experience

HDR has significant experience with a variety of water infrastructure funding programs that can make water infrastructure more affordable. Our experience will assist you in navigating the base federal requirements (e.g., 2 CFR Par 200 aka uniform guidance), but also how each agency implements those regulations. Understanding state funding programs is also critical since state requirements may differ from federal requirements. Our team has extensive experience in water infrastructure funding programs, including those listed below.

- USDA – Rural Development
- American Rescue Plan Act (ARPA)
- Community Development Block Grants
- Building Resilient Infrastructure & Communities
- Drinking Water State Revolving Fund (DWSRF)
- Clean Water State Revolving Fund (CWSRF)
- Water Infrastructure Financing & Innovation Act
- Building Resilient Infrastructure & Communities
- Natural Resource Conservation Service
- Bureau of Reclamation (WaterSmart)
- US Army Corps of Engineers
- Various Highway Programs
- North Carolina’s Water Infrastructure Programs



Funding efforts will be led by Kim Colson, PE. Kim specializes in bridging regulatory requirements, water infrastructure management, and funding for infrastructure with a holistic approach. Kim’s professional experience spans three decades of service with the North Carolina Department of Environmental Quality (NCDEQ). When he retired from NCDEQ, Kim was Director of the Division of Water Infrastructure managing the Clean Water SRF, Drinking Water SRF, State Community Development Block Grant – Infrastructure, and various state water infrastructure programs. At that time, he was also Chair of the State Water Infrastructure Authority and President of the Council of Infrastructure Financing Authorities.

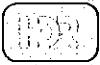
Kim will bring a unique perspective of working directly with many regulatory programs and extensive knowledge of infrastructure funding, including opportunities, requirements, and success factors to both obtain and effectively utilize outside funding.

We will leverage our experience and expertise to guide the County through any funding needs, as well as preparing the environmental information document, final plans and specifications, and support during construction. HDR has extensive experience pursuing funding and meeting funding requirements at throughout all phases of a project.

The graphic below provides a snapshot of the various funding support efforts we are working for our clients across the United States. Our funding support is also in full swing here in North Carolina.


### HDR's Advantages...

- Led by former Director of the NC Division of Water Infrastructure, Kim Colson, PE, understands the inner-workings of a wide range of funding mechanisms.
- Extensive understanding of the Federal and State funding opportunities
- We provide support for securing future funds or managing allocated funds.
- Familiar with requirements associated with project support from Preliminary Engineering through construction



Global Client Portfolio Dashboard

Questions or Comments?



Funding Source	Client	State	Fund	Award Status	Project Size	Request Amount	Award Amount	Fiscal Year of Funding
All	Port of Bay City	Texas	MARAD PID	Award / Loan granted	10,420,675	9,922,475.00	9,922,475.00	2023
Scope of Work	Situs Project Authority	California	WIFIA	Letter of Interest	4,500	2,200.00		2021
All	Missouri DOT	Missouri	USDOT Mega		2,800	500.00		2023
Fiscal Year of Funding	City of Wichita	Kansas	WIFIA	Loan Granted	565	281.00	281.00	2018
	Johnson County Wastewater	Missouri	WIFIA	Award / Loan granted	574	281.00	281.00	2020
	Cedar Rapids	Iowa	WIFIA	Did not pursue	424	218.00		2020
	City of Wichita	Kansas	WIFIA	Award / Loan granted	369	181.00	181.00	2021
	Arizona DOT	Arizona	USDOT Mega		1,100	150.00		2023
	UDOT	Utah	USDOT Mega	Application submitted	208	125.00		2023
Award Status	NY MTA	New York	FRA FSP - NEC	Letter of interest	7,100	119.60		2023
All	Dallas Area Transit Authority	Texas	FTA Low/No Emissions Vehicles	Award / Loan granted	130	103.00	103.00	2023


**HDR Work Status**

All

**Project Size (\$M)**

0 — 1,000,420,675

**Add or update your project here.**



**Applications per State**

AK	████████████████████
CA	████████████████████
MO	████████████████████
FL	████████████████████
TX	████████████████████
AZ	████████████████████
KY	████████████████████
NE	████████████████████
IA	████████████████████
OR	████████████████████
UT	████████████████████
KS	████████████████████

398

Total

## **HDR's North Carolina Funding Experience**

### **CITY OF SHELBY - AIA GRANTS**

*FUNDING SOURCE: ARPA*

HDR assisted the City with the preparation of three ARPA study grant applications to support capital planning, evaluate the City's water treatment plant (WTP), and WWTP. All three AIA grants were approved and HDR is working with the city to assess the condition of existing infrastructure, and capacity of the wastewater and water treatment facilities. HDR is helping the City with the management of ARPA funds while performing the work associated with the grants.

### **CITY OF HICKORY - HENRY FORK WWTF SOLIDS HANDLING IMPROVEMENTS**

*FUNDING SOURCE: CWSRF*

City of Hickory was awarded a \$30M in Clean Water State Revolving Fund (CWSRF) Loan at 0.10% interest for the Henry Fork WWTF Solids Handling Facility Upgrade. The City, with HDR's consultation, chose to accept the offer and begin the process of meeting the CWSRF requirements. HDR is supporting the City with design and construction phase services and management of CWSRF funds.

### **CITY OF WILKESBORO - WWTP EXPANSION**

*FUNDING SOURCE: CWSRF*

HDR assisted the City secure \$60M in CWSRF funds. \$18M was provided in the form of a grant, while the other \$42M was issues as a loan at 0% interest and \$1M in principal forgiveness.

### **WESTERN INTAKE PARTNERSHIP - PLANNING GRANTS**

*FUNDING SOURCE: CWSRF, ARPA*

HDR assisted with applying for individual planning grants and initially secured \$400,000 for the WIP. HDR advocated for and ultimately secured \$1.35M of available funding to align with the program initiatives.

### **LOWER CAPE FEAR WATER AND SEWER AUTHORITY - 48" RAW WATER MAIN**

*FUNDING SOURCE: DWSRF, ARPA*

LCFWASA secured \$23.5M in ARPA funds to install a new 48" parallel raw water main. LCFWASA elected to use a design-build delivery approach for the project and hired HDR to serve as their Owner's Advisor. The project includes Pender County, Cape Fear Public Utility Authority (CFPUA), and Brunswick County as active stakeholders. Pender County and CFPUA are contributing funds to the project to supplement ARPA funds received by LCFWASA. Pender County is paying their share without the use of State or Federal assistance. CFPUA is currently planning to pay their share using DWSRF funds. HDR is assisting LCFWASA and CFPUA with the management of ARPA and DWSRF funds.

### **TOWN OF CLAYTON - WATER AND WASTEWATER MASTER PLAN**

*FUNDING SOURCE: ARPA*

HDR assisted with applying with securing \$400,000 in grant funding to support development of a water distribution system master plan and a wastewater collection system master plan.

## 4 Types of Services Customarily Provided by the Firm

HDR provides a wide spectrum of engineering, planning, architectural, utility management and environmental services. HDR recognizes the challenges faced by many counties in the United States—budgets are stretched, the infrastructure is aging, demands are increasing, and funding sources are uncertain. HDR helps clients find solutions to address these challenges and make the most of the available dollars.

HDR is one of the largest firms in North Carolina executing projects for public sector clients like Cumberland County. Given our significant presence in North Carolina, Charlotte is also home to one of HDR's six regional design centers, including water, wastewater, water resources, transportation, hydropower, architectural, structural, mechanical, electrical, and civil services. This depth and breadth of resources equip us to deliver complex multi-disciplinary efforts for our local clients with efficiency and enhanced communication.

### **HDR is a recognized leader. We offer:**

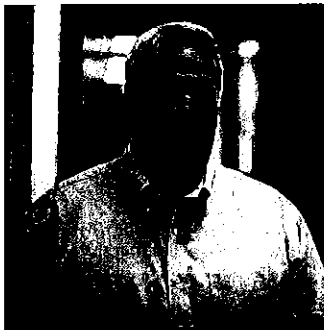
- Specific engineering experience that will serve the County's immediate and future needs
- Availability of qualified staff to deliver services
- Extensive funding experience
- Proactive approach to providing excellent customer service through effective communication, coordination, and management of projects, especially schedules and budgets

HDR can provide all services requested by the County: environmental assessments, water treatment including water treatability studies, water storage, water quality, water demand, water transmission, hydraulic modeling, public outreach, negotiation of water purchase agreements, design, permitting, bidding, negotiating construction contracts, construction contract administration, construction observation, and project administration.

## 5 Name and Resume of Project Manager

HDR is proposing Joe Langston, PE as your Project Manager for Professional Design Services for Cumberland County Public Water Systems. He has experience with Cumberland County, familiarity with your project needs, and established leadership skills as a Project Manager.

Joe will oversee the project team and ensure the scope, schedule, and budget for this project are met. He will play an active role in communicating needs between the County and the project team, as well as working collaboratively across all disciplines to ensure high-quality deliverables.



### YEARS OF EXPERIENCE

31 years

### EDUCATION

BS, Civil Engineering,  
University of Alabama

### REGISTRATIONS

Professional Engineer:  
NC, SC, GA, AL, TN, TX,  
VA

### JOE LANGSTON, PE | PROJECT MANAGER

Joe is a skilled project manager and civil/municipal engineer who has been designing water and wastewater conveyance systems his entire career. Joe has led the design of numerous water distribution projects, wastewater collection, and reclaimed water projects for several public and private entities throughout North Carolina. He is skilled in hydraulic analysis, planning, and design of water and wastewater systems and takes pride in mentoring junior staff, collaborating across disciplines, and helping his clients with the successful completion of a variety of infrastructure projects.

#### RELEVANT EXPERIENCE:

**Cumberland County**, Conceptual Water Systems for Four Districts, *Project Engineer and Technical Conveyance Lead*

**Cumberland County**, Grays Creek Hydraulic Modeling, *Project Engineer and Technical Conveyance Lead*

**City of Durham**, Western Intake Partnership Program Management, *Technical Advisor Routing Finished Water Conveyance*

**Johnston County**, NC 96 Four Oaks Water Main, *Project Manager*

**Town of Cary**, Raw Water Main, *Project Engineer*

**CFPUA**, Pump Station 14 Force Main, *Technical Lead*

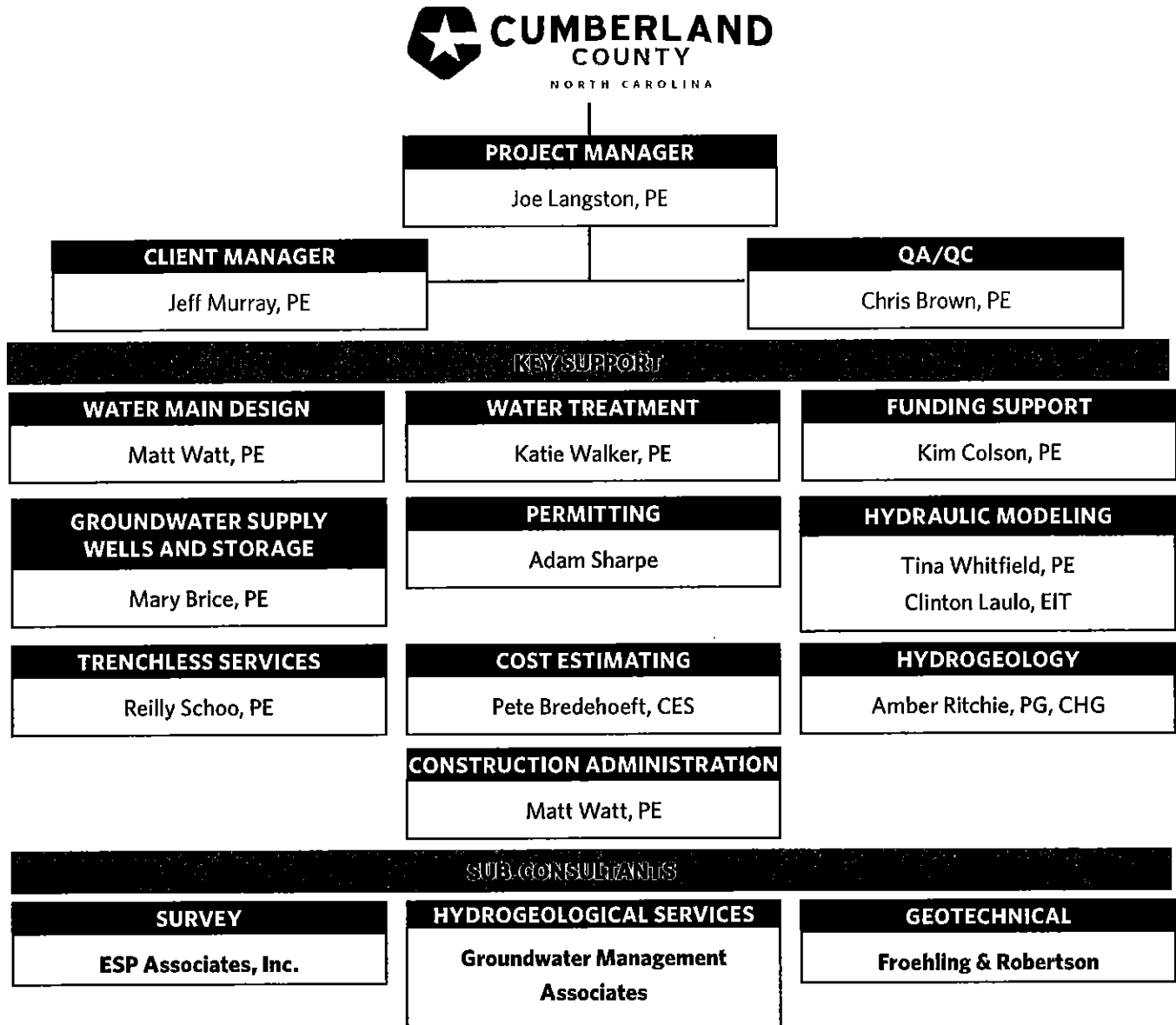
**City of Greensboro**, Greensboro-Randolph Megasite Water and Sewer Improvements, *Project Engineer*

**City of Raleigh**, 24" Water Main Relocation Design, *Project Manager*

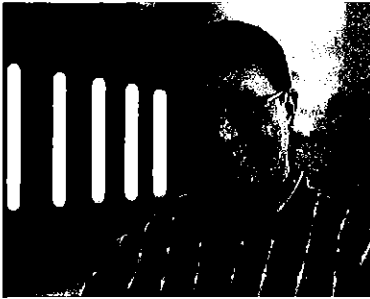
**City of Raleigh**, Durant Road 36" Water Transmission Main, *Project Manager*

## 6 Available Staff and Qualifications

HDR has assembled a skilled team, as shown in the organizational chart below. Our depth of experience allows us to execute projects efficiently, with trustworthy results. HDR plans to use a Historically Underutilized Business, and we have included subconsultants on our team. Brief resumes to highlight the qualifications of our proposed team members follow.



**HDR Depth of Resources: HDR has more than 575 team members in North Carolina. The depth in resources is a benefit to Cumberland County.**



## JEFF MURRAY, PE | CLIENT MANAGER

Jeff has more than 25 years of experience and serves as HDR's national landfill services practice lead. Jeff has served as a client and project manager on multiple projects with Cumberland County Solid Waste and Public Utilities and is a trusted advisor to you.

### EDUCATION

BS, Mechanical Engineering  
MS, Civil Engineering

### REGISTRATION

PE: NC

### RELEVANT EXPERIENCE

**Cumberland County**, 2022 and 2023 Funding Applications, *Funding Support*  
**Cumberland County**, Solid Waste Financial Review and Long-Term Operations Analysis, *Project Manager*  
**Cumberland County**, Conceptual Water Systems, *Project Manager*



## CHRIS BROWN, PE | QA/QC

Chris has extensive experience providing QA/QC on a variety of projects and is a familiar face to Cumberland County. Chris' background is focused on planning, design, and construction administration of water supply / water distribution and sanitary sewer collection systems. Chris will confirm HDR QA/QC processes are utilized for each major component of this project.

### EDUCATION

BS, Civil Engineering

### REGISTRATION

PE: NC

### RELEVANT EXPERIENCE

**Cumberland County**, On-Call Support for Hydraulic Modeling, *QA/QC*  
**Cumberland County**, Gray's Creek, *QA/QC*  
**Cumberland County**, 2023 Funding Support, *QA/QC*  
**CFPUA**, Pump Station 14 Force Main, *QA/QC*



## MATT WATT, PE | WATER MAIN DESIGN/ CONSTRUCTION ADMINISTRATION

Matt is a design engineer with utility design experience. He has experience working on projects including water distribution and sanitary sewer collection. Matt has managed and prepared plans and specifications for municipalities throughout the Carolinas.

### EDUCATION

BS, Civil Engineering

### REGISTRATION

PE: NC

### RELEVANT EXPERIENCE

**City of Greensboro**, Greensboro- Randolph Megasite Water and Sewer Improvements, *Project Engineer*  
**CFPUA**, Pump Station 14 Force Main, *Project Engineer*  
**City of Raleigh**, 24" Water Main Relocation Design, *Project Engineer*  
**City of Raleigh**, Durant Road 36" Water Transmission Main, *Project Engineer*



## **KATIE WALKER, PE | WATER TREATMENT**

Katie has worked extensively on raw water and water-quality issues. Her experience includes reviewing water quality data for trends and constituents of concern such as high organic levels, turbidity, taste, and odor causing compounds, and emerging contaminants. Katie has worked with utilities to treat and blend multiple water sources to provide a stable water chemistry. She has also evaluated water treatment plants to find areas of optimization.

### **EDUCATION**

BS, Civil Engineering

### **REGISTRATION**

PE: NC

### **RELEVANT EXPERIENCE**

**Cumberland County**, Gray's Creek, *Water Treatment Lead*

**City of Greensboro**, Mitchell WTP Emerging Containment and Expansion Upgrades, *Project Manager*

**PTRWA**, WTP Expansion & Emerging Contaminants, *Project Manager*

**City of Durham**, Western Intake Partnership, *Water Treatment Lead*

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## **KIM COLSON, PE | FUNDING SUPPORT**

Kim specializes in bridging regulatory, funding, and water issues with a holistic approach. His professional experience spans three decades of service with the North Carolina Department of Environmental Quality (NCDEQ), including infrastructure funding, wastewater treatment, collection systems, stormwater, drinking water, wetlands, and industrial pretreatment.

### **EDUCATION**

BS, Bio & Agricultural Engineering

### **REGISTRATION**

PE: NC

### **RELEVANT EXPERIENCE**

**Cumberland County**, 2023 Funding Support, *Funding & Financial Support*

**Cumberland County**, Infrastructure Improvement, *Funding & Financial Support*

**CFPUA**, Infrastructure Funding Assistance, *Funding Lead*

**Town of Wilkesboro**, Infrastructure Funding Assistance, *Funding Lead*

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## **MARY BRICE, PE | GROUNDWATER SUPPLY WELLS, AND STORAGE**

Mary has led planning, design and implementation of water supply, water treatment, distribution projects, wastewater collection, wastewater treatment, disposal projects, and reclaimed water projects for several public and private entities throughout North Carolina. She is skilled in hydraulic analysis, planning, and design of water and wastewater systems and takes pride in mentoring junior staff, collaborating across disciplines, and helping her clients comply with environmental policy and plan for the future.

### **EDUCATION**

BS, Civil Engineering  
MS, Environmental Engineering

### **REGISTRATIONS**

PE: NC  
NC Certified Well Driller

### **RELEVANT EXPERIENCE**

**Cumberland County**, Gray's Creek, *Project Manager and Technical Lead*

**Cumberland County**, Conceptual Water Systems for Four Districts, *Project Manager and Technical Lead*

**City of Greensboro**, Greensboro- Randolph Megasite Water and Sewer Improvements, *Project Engineer*





## ADAM SHARPE | PERMITTING

Adam's successful regulatory approval history includes a wide range of projects: new raw water supplies, greenfield treatment facilities, nuclear power plants, IBT certificates, and raw water storage utilization. Many of these approvals required extensive stakeholder collaboration for success.

### EDUCATION

BS, Biology  
MS, Natural Resources

### REGISTRATION

N/A

### RELEVANT EXPERIENCE

**Charlotte Water**, Belmont SRF Application, *Consultant*  
**Town of Clayton**, Water System Analysis and Consulting Services, *Project Manager*  
**CFPUA**, Asset Management Master Plan, *Consultant*



## TINA WHITFIELD, PE | HYDRAULIC MODELING

Tina specializes in utility planning and hydraulic modeling with extensive experience in master planning studies. Tina has managed the development of hydraulic models for water and collection systems from small rural developments to major urban centers. She is familiar with the latest hydraulic modeling software and GIS applications for analysis of both system hydraulics and water quality.

### EDUCATION

BS, Civil Engineering

### REGISTRATION

PE: NC

### RELEVANT EXPERIENCE

**City of Greensboro**, Greensboro-Randolph Megasite Water and Sewer Improvements, *Project Engineer*  
**CFPUA**, Pump Station 14 Force Main, *Project Engineer*  
**CFPUA**, Pump Station 10 Force Main, *Project Engineer*  
**Caldwell County**, Draco and Cedar Rock Improvements, *Deputy Project Manager*



## CLINTON LAULO, EIT | HYDRAULIC MODELING

Clinton is a Water/Wastewater Modeler/Planner who is responsible for leading and contributing to the preparation of planning studies, the development and calibration of water and wastewater hydraulic models, performance of GIS data analysis, alternatives analysis, execution of infrastructure renewal and rehabilitation studies, preliminary engineering, cost analysis, and capital project development.

### EDUCATION

BS, Civil Engineering

### REGISTRATION

EIT

### RELEVANT EXPERIENCE

**Cumberland County**, Gray's Creek, *Hydraulic Modeler*  
**Cumberland County**, Hydraulic Modeling Support Services, *Hydraulic Modeler*  
**City of Greensboro**, Greensboro- Randolph Megasite Water and Sewer Improvements, *Hydraulic Modeler*  
**PTRWA**, WTP Expansion & Emerging Contaminants, *Hydraulic Modeler*  
**City of Durham**, Western Intake Partnership, *Hydraulic Modeler*



## REILLY SCHOO, PE | TRENCHLESS SERVICES

Reilly is a professional engineer with over eight years of experience managing engineering and design teams focused on pipelines, specifically trenchless installations. His oversight has been instrumental for a number of large diameter pipeline trenchless projects from front-end engineering design through construction oversight. Reilly's areas of expertise include evaluation of surface and subsurface conditions, hydraulic fracture and inadvertent returns analyses, constructability review, design, construction oversight, and project management.

### EDUCATION

BS, Mechanical Engineering  
MS, Engineering Mgmt.

### REGISTRATIONS

PE: NC

### RELEVANT EXPERIENCE

**CFPUA**, Pump Station 14 Force Main, *Technical Advisor*  
**York County**, Steel Creek Force Main, *Trenchless Design Engineer/Technical Advisor-Trenchless*  
**Charlotte Water**, Stowe Regional WRRF Owner's Advisor, *Technical Advisor*



## PETE BREDEHOFT, CEP | COST ESTIMATING

Pete has completed more than 3,300 cost estimates on all levels, including program management, conceptual bonding type estimates, order of magnitude project estimates, design development estimates, construction document estimates, final design estimates, operations/maintenance estimates and change order-type definitive level estimates. Pete is a specialist in estimating location or area adjustment factors and in escalation development and commodity trends.

### EDUCATION

BS, Construction Mgmt.

### REGISTRATION

Certified Construction  
Estimator

### RELEVANT EXPERIENCE

**City of Durham**, Western Intake Partnership, *Cost Estimating Lead*  
**Charlotte Water**, McAlpine Creek WWMF Biosolids Facilities Rehabilitation, *Cost Estimating Lead*  
**Charlotte Water**, Stowe Regional WRRF Owner's Advisor, *Cost Estimating Lead*



## AMBER RITCHIE, PG, CHG | HYDROGEOLOGY

Amber has 10 years of experience providing hydrogeological site conceptualization and modeling support to a variety of public and private clients nationwide. Her responsibilities include leading groundwater supply studies, providing technical hydrogeology expertise to well siting and design, and construction projects, conducting groundwater and surface water interaction studies, and developing site conceptual models based on localized groundwater quality, quantity, and aquifer interactions. She has a variety of experience conducting site-specific studies of groundwater influence on localized aquifer and well systems.

### EDUCATION

BS, Geology  
MS, Hydrogeology

### REGISTRATIONS

PG: NC  
Certified Hydrogeologist

### RELEVANT EXPERIENCE

**Cumberland County**, Ground-Water Hydrogeologic Investigation, *Hydrogeologist*  
**Fish Camp, CA**, Groundwater Supply Assessment, *Technical Consultant*  
**City of Hollister, CA**, Well 3 Replacement, *Technical Consultant*

## 7 Disadvantaged Business Enterprise

HDR is not a Disadvantaged Business Enterprise.

Cumberland County is committed to providing Disadvantaged Business Enterprises opportunities to participate in their projects and contribute to the economic well-being of their communities. HDR supports this business inclusion interest and will execute both in spirit and the law of your goals with Disadvantaged Business Enterprises participation. HDR understands that the intent of these efforts is to widen opportunities for historically underutilized businesses. HDR has solicited Disadvantaged Business Enterprises for identified areas of the scope of services. Our commitment does not stop there, we will continually evaluate opportunities for inclusion through scoping of the project to be sure that our engagement simple does not go beyond executing agreements.

HDR has included Froehling & Robertson, Inc. (F&R) on our team as a sub-consultant for scope of services related to geotechnical engineering, environmental assessments, construction materials testing and construction administration support. F&R is a minority-owned company and has been certified by the NC Department of Administration as a Minority Owned Business Enterprise (MBE) and HUB firm. HDR intends to meet the 8% objective for awarding contracts.

## 8 Sub-Consultants Information



**FROEHLING &  
ROBERTSON**

Froehling & Robertson, Inc. (F&R) is a 310-person multi-disciplinary engineering firm and testing laboratory that offers subsurface exploration and geotechnical engineering services; environmental, health and safety consulting services; and construction materials testing & special inspection services. F&R is a third-generation family-owned company that has been

in continuous operation since 1881. F&R is the oldest testing and inspection firm in the country and has maintained an office and full-service testing laboratory in Raleigh, North Carolina since 1946. F&R is a minority-owned company and is recognized as a Historically Underutilized Business (HUB) by the State of North Carolina. F&R is licensed by the North Carolina Board of Examiners for Engineers and Surveyors (License No. F-0266) and the North Carolina Board for Licensing of Geologists (License No. C-124). Each year, F&R's staff performs environmental surveys and assessments, subsurface explorations, and geotechnical engineering evaluations on hundreds of sites throughout North Carolina, including many water/wastewater projects and associated infrastructure projects. All services on this project will be performed by staff from F&R's Raleigh Branch, which has been conveniently located in south Raleigh for more than 60 years. F&R's Raleigh office has a total of more than 60 full-time employees, including certified environmental professionals, professional geotechnical, materials engineers (PE), staff engineers (EI), professional geologists (PG), industrial hygienists, special inspectors, certified engineering technicians, and administrative support staff.

**Michael Sabodish, Jr.**  
**Ph.D., PE**  
Geotechnical Services  
Manager  
Froehling & Robertson  
Industry Tenure: 20+ years

As F&R's Geotechnical Services Manager, Michael manages many wastewater/sewer projects, and will confirm F&R quality control processes are utilized. He excels in a broad range of geotechnical engineering services, including construction materials testing and environmental consulting on water distribution and sanitary sewer collection systems.

- Big Rockfish Creek Outfall, Hope Mills, NC
- Cedar Stream Site, Greenville, NC



Groundwater Management Associates, Inc. (GMA) was founded by Dr. Richard Spruill in 1986 and incorporated in 1989. Today, GMA is a well-respected and successful hydrogeologic and engineering consulting firm with offices in Apex and Greenville, North Carolina. A primary area of GMA expertise is evaluation and development of groundwater resources. In particular, GMA possess significant expertise and knowledge of the aquifers in the coastal plain of North Carolina.

HDR has included GMA on our team as a valuable technical partner in the execution of the Cumberland County Hydrogeological Services. They will provide support to the production well development and well construction inspection phases of the project. Detailed information regarding the firm and staff qualifications are included on the following pages. HDR expects 10% of project participation by GMA.

**James Holley, PG**  
Senior Hydrogeologist/  
Director of Operations  
GMA  
Industry Tenure: 33 years

Mr. Holley is Director Operations and GMA's Water-Resources Division Manager. His current duties include conducting regional hydrogeological framework studies, well field design and water management strategies, evaluation of saltwater intrusion into coastal aquifer systems, supervising the installation of water-supply wells, selecting producing intervals for well construction, hydrogeologic interpretation and evaluation of fractured bedrock and confined aquifers for water supply, aquifer testing and analysis, well construction specification, well rehabilitation evaluations and implementation, Aquifer Storage Recovery (ASR) well construction and evaluation, and mine dewatering investigation and groundwater modeling.

- Deep Well 2 Replacement - Mount Pleasant Waterworks
- Hydrogeologic Framework Study and Conceptual Wellfield Designs Grays Creek and Cedar Creek Study Area
- Grays Creek Hydrogeologic Study



With professional surveyor licensure in more than 20 states, ESP Associates, Inc. (ESP), is one of the largest in the region, which allows us to take on multiple, large-scale projects without compromising attention to detail. Our teams are dedicated to serve fast-paced land development and construction, state and local roadway and bridge design, route surveys and as-builts for electric transmission and oil and gas, hydrographic and bathymetric surveys, wide-area lidar and orthophotography control and Q/C, as well as emergency

response for natural disasters. Surveying specialties include: mobile lidar scanning, pavement and asset inventory, 3D laser scanning, conventional & GPS surveys, subsurface utility engineering (SUE), route surveying, aerial mapping, H&H surveys, hydrographic surveying, and UAS services. HDR expects 12% of project participation by ESP

**Toynia E.S. Gibbs, P.L.S., C.F.S.**  
Survey Lead  
ESP Associates, Inc.  
Industry Tenure: 22 years

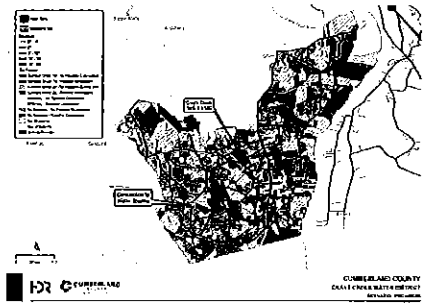
Ms. Gibbs has over 30 years of progressive land surveying experience which includes 22 years of experience performing and managing route surveying projects. During her years at ESP, Ms. Gibbs has managed over 200 transportation design survey projects ranging in size from small bridge projects to large roadway projects with over 10 miles of -L- line. Her duties include department management and administration, marketing, business development, office and field-crew personnel supervision and training along with quality control and quality assurance. Ms. Gibbs has expertise in high quality product delivery and excellent communication skills.

- TIP# SM-5705AG, NC 98 at SR 1005 (Six Forks Rd/New Light Rd), Wake County, NC
- TIP# NC5\_SR1205, NC 5 at SR 1205 Morganton Road Relocation, Pinehurst, NC
- TIP #U5756 – NC 5 from US 1 in Aberdeen to Pinehurst City Limits, Moore County, NC

## 9 Prior Experience

### Rural Water System Support Cumberland County, NC

HDR is providing rural water system development support to Cumberland County. Cumberland County Public Utilities Division and Solid Waste Management Department are navigating emerging contaminant issues. Per- and Poly-Fluoroalkyl Substances (PFAS) have been found in many drinking water wells within the County. HDR assists the County in development of water system planning, cost estimating, funding applications, legal and regulatory coordination and community outreach and engagement. The County has two established (but unserved) rural water and sewer districts in the areas affected by PFAS, Gray's Creek and Vander, and is planning to establish two additional districts, Cedar Creek and East Central. These districts do not currently have affordable access to connect to public water from other sources. The County is committed to securing funding and supplying safe drinking water to the affected residences. HDR has supported the County with development of conceptual models for ground water source, treatment systems, storage and distribution systems, and cost estimates for each of the four districts. HDR prepared applications for funding through the North Carolina Division of Water Infrastructure for construction of initial phases of the improvements including the estimated \$33M first phase of Grays Creek and \$50M for first phase of Cedar Creek water systems. Conceptual plans for the rural water systems are sensitive to concerns such as water age, water quality, and affordability. Community outreach and engagement activities completed and planned include development of fact sheets, digital engagement, social media postings and public and online meeting content.



HDR has supported the County with development of conceptual models for ground water source, treatment systems, storage and distribution systems, and cost estimates for each of the four districts. HDR prepared applications for funding through the North Carolina Division of Water Infrastructure for construction of initial phases of the improvements including the estimated \$33M first phase of Grays Creek and \$50M for first phase of Cedar Creek water systems. Conceptual plans for the rural water systems are sensitive to concerns such as water age, water quality, and affordability. Community outreach and engagement activities completed and planned include development of fact sheets, digital engagement, social media postings and public and online meeting content.

**Original Timeline:** 2023-Ongoing

**Projected Cost:** \$1.3M

**Reference:**

Amanda Bader, Director, Solid Waste Management Dept.  
910.438.4041  
698 Ann St, Fayetteville 28301

**Final Timeline:** Ongoing

**Final Cost:** \$200,000 (To Date)

### Water System Analysis and Consulting Services Town of Clayton, NC

HDR has supported the Town of Clayton, with multiple task orders to support the planning for and operations of the Town's water system. These task orders have included:

- Water Distribution System Hydraulic Model Validation
- Water Distribution System Hydraulic Modeling Evaluations – water quality, developer requests, interconnections, storage tank location evaluations
- Master Meter Relocation Study and Design Reviews
- Long Range Water Supply Planning and Regionalization Study Support
- Grant Funding Application Support



**Original Timeline:** 2019-Ongoing

**Projected Cost:** \$180,900 (consulting costs only)

**Reference:**

Rich Cappola, PE, MPA, CFM, Town Manager  
919.553.5002  
111 E Second St, Clayton 27520

**Final Timeline:** Ongoing

**Final Cost:** \$137,900 (To Date, consulting costs only)



## Liberty Road Waterline (Megasite)

City of Greensboro, NC

HDR served as the lead firm and single point-of-contact for the City, with the support of small business partners, to provide water and sewer improvements through environmental assessment, permitting, public involvement, surveying, property mapping, plat preparation, geotechnical, and final design.

HDR developed final design drawings and specifications for the proposed waterlines, wastewater force main, and wastewater pump station. The Liberty Road Waterline (Megasite Ph I) portion of the overall project includes 18,800 LF of 16-inch waterline along Liberty Road and includes multiple crossings of waterways and roadways. In total, the Megasite project includes approximately 87,900 LF of 16-inch waterline, 42,700 LF of 16-inch force main, and a 1.5 mgd sewer lift station. The waterline will be connected to existing waterlines in two locations to provide multiple feed points to improve reliability and operational flexibility. The pump station will be located just downstream of the proposed megasite with the force main conveying the wastewater to an existing gravity sewer installed along Big Alamance pump station where it will be pumped back to the City's TZO Water Reclamation Facility for treatment.

HDR also provided strategic communications for the megasite project, including project branding, initiation of a website, and Community Information meetings. These meetings were hosted in Randolph County and provided a venue for the impacted property owners to meet with the project team in an open environment to ask questions and review the water and sewer plans. HDR also supported easement acquisition by meeting home owners along the alignment to explain the engineering aspects of the project.

**Original Timeline:** 08/2020-01/2024

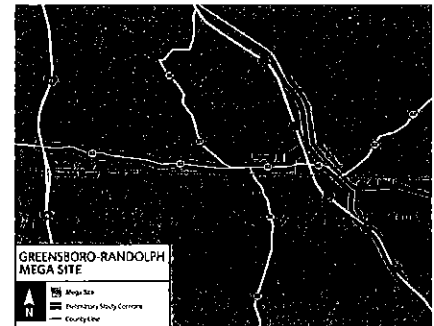
**Projected Cost:** \$80M construction cost (not including water tank)

**Reference:**

Mike Borchers, PE, Water Resources Director  
336.373.2494  
32602 S Elm Eugene St, Greensboro 27406

**Final Timeline:** 08/2020-Ongoing

**Final Cost:** TBD



## NC 96 Four Oaks Water Main

Johnston County, NC

Johnston County required water and sewer improvements to realize an economic development opportunity with the potential to create 160+ jobs. HDR designed approximately 6,800 LF of 16-inch water main near the intersection of US 701 and NC 96 to a new 16-inch water main stub out along NC 96, just north of the intersection of Spring Lake Road. The HDR team also provided stakeholders meetings, limited location surveying, easement plats, geotechnical, permitting, bid phase, and limited construction phase services.

This fast-track project also included multiple funding entities, including CDBG and Golden LEAF grants, so adherence to the respective deadlines was crucial.

**Original Timeline:** 07/02/2022-05/02/2023

**Projected Cost:** \$2.03M

**Reference:**

Chandra Farmer, Director  
919.208.8333  
309 E Market St, Smithfield 27577

**Final Timeline:** 01/15/2023-06/20/2023 (Late start due to supply chain issues (material))

**Final Cost:** \$1.95M



## Grove, Wagener, and Laurens Street Water Main Replacement Charleston Water System

Charleston Water System, like many other utilities across the Country, has aging infrastructure in need of replacement. This is especially true throughout the dense, urban, and historic downtown peninsula. The existing cast iron pipes have structural concerns as well as mineral deposits that have accumulated on the interior pipe walls, reducing their capacity. Some of the original pipes were installed in the 1880s. In addition, these older areas have lead services that need to be replaced. HDR prepared a Technical Memorandum to address four areas of the distribution system. Each area is being designed and constructed as separate projects as funding becomes available.



As part of the waterline replacement program, HDR performed final design of waterline replacements along Grove Street, Wagener Avenue, and Laurens Street. The project includes the design of 6,000 LF of 6" to 16" water main, 132 service connections, 52 gate valves, and 11 fire hydrants. 19 unique details were developed at tie-ins to the existing system. The new water system was design to replace the existing undersized and aging infrastructure. The project extended along City streets through mostly residential neighborhoods near downtown Charleston. Significant coordination was required with local residents, community leaders, and other City departments and services related to temporary water shutoffs and road closures. HDR also assisted with permitting, bidding, and construction phase services.

**Original Timeline:** 09/2019- 03/2021    **Projected Cost:** \$4.9M construction cost

**Final Timeline:** 09/2019-09/2023  
(due to delays outside of HDR's control)    **Final Cost:** \$3.4M

**Reference:**  
Christopher Troutman, PE, Assistant Director of Engineering and Construction  
843.727.6875  
PO Box B, Charleston 29402

## Huntersville- Concord Road Waterline Charlotte Water

Charlotte Water's water system provides service to over 1 million people within their service area. To meet growth demands and improve water quality between the two population centers of the Town of Huntersville and the City of Concord, just to the northeast of Charlotte, Charlotte Water needs to install a new 16" water main to connect these two areas.



The project includes the design of 7,000 LF of 16" water main and 4,000 LF of 8" watermain, fire hydrants, a connection to the existing water main, a new service connection, and an automatic flusher at dead-end. The design requires coordination with a proposed pump station that the project will supply, the design of a secondary project that will further extend the 16" waterline, and coordination with Duke Energy on the relocation of overhead powerlines along the waterline alignment. In addition to the design, HDR's scope of services includes surveying, utility locating, geotechnical, permitting, easement acquisition, and services during construction.

**Original Timeline:** 08/2022-05/2024

**Projected Cost:** \$4.7M construction cost

**Reference:**  
Sam Wally, Project Manager  
704.336.1460  
5100 Brookshire Blvd, CLT 28216

**Final Timeline:** 08/2022-Ongoing

**Final Cost:** TBD

## Temple Hill and Collettsville Elevated Water Storage Tanks Caldwell County

To more effectively manage pressure in both of its Southeast and West water service areas, Caldwell County enlisted HDR to provide hydraulic modeling and prepare the contract documents necessary to construct two 200,000 gallon elevated storage tanks. The Temple Hill tank was completed in 2018. The Collettsville tank is under contract, with construction starting in 2023.

The Collettsville tank project design included selection of the new elevated storage tank height based upon detailed hydraulic modelling of the needs of the service area, including a significant elevation range and long residence time. The project was re-advertised following low bidder response due to constructability concerns accentuated by pandemic-related supply chain and labor market challenges. Following site layout changes based upon contractor feedback obtained by HDR, the project was successfully re-bid in 2023.

Final tank design includes increased site area availability for co-location of other County operations, and provisions for easier co-location of both governmental and private communications equipment. Construction phase services provided by HDR will include shop drawing/submittal review, construction pay application review and recommendation, construction observation during key field activities, and preparation of closeout documentation upon successful completion of construction.



**Original Timeline:** 2017-2022

**Projected Cost:** \$4.7M

**Reference:**

Heather Cox, Deputy Director

828.757.6865

905 W Ave NW, Lenoir 28645

**Final Timeline:** 2017-2024 (Timeline extension outside HDR control)

**Final Cost:** TBD

## Deep Well 2 Replacement Mount Pleasant Waterworks

Mount Pleasant Waterworks (MPW) operates a public water system supplied by a series of deep water-supply wells screened within the Charleston Aquifer. Some existing deep wells were degrading due to age, and MPW decided to replace two of their wells with new wells. GMA worked with MPW's engineering consultant (Carollo) to design a replacement well for the Deep Well No. 2.

GMA provided hydrogeological consulting services to support the production well design specifications prepared by Carollo. We then provided field hydrogeological consulting services and collected drilling data during the drilling of a 2009 feet depth pilot hole. Upon completion of the pilot hole, the contractor performed geophysical logging of the pilot hole. GMA evaluated the geophysical logs (in comparison with drilling data) to select the depths of aquifers and confining layers penetrated by the borehole. We performed sediment grain size analyses of selected samples from the best producing zones of the Charleston Aquifer, and we used the grain-size data to select the final gravel pack size and screen slot size for the production well.

GMA observed and documented the construction of the 16" diameter, multi-screened, 1,999-foot depth production well, including review of borehole caliper logs and deviation logs to verify that the borehole was open, plumb, and aligned properly for the well screen and casing installations. Once constructed, the performance of the well and the water quality were acceptable to MPW for use to supply a reverse osmosis water treatment plant. Carollo completed the final designs of the wellhead, pump, electrical, and controls to support final buildout of the well.



**Original Timeline:** 2020-2021

**Projected Cost:** \$122,700

**Reference:**

Dan Darby, PE, Project Manager

843.375.5867

1619 Rifle Range Rd, Mount Pleasant, 29464

**Final Timeline:** 2020-2021

**Final Cost:** \$122,700



# 10 Project Deliverables

HDR understands that Cumberland County initially is seeking a qualified engineering firm to provide preliminary and final design phase, permitting, bidding phase and construction administration phase services for a southern Cumberland County Public Water System. HDR will focus on the critical path items to bring the water system on-line in a timely manner. Our initial approach is to separate the County Water System into three packages: Well sites, Linework, and Elevated Storage. The components are typically delivered by different contractors. Separating the components provides efficiency in each phase of the project deliverables. The general deliverables and their benefits and uses as the County moves forward are provided below.

Project Deliverables	Benefit of Deliverables	Use of Deliverables
<b>Preliminary and Final Design Services</b> - Prepare 30%, 60%, and 90% Plans and Specifications	Overall understanding of work is developed. Key decisions are made early and details developed as the project progress. Collaboration and communication between the County, engineering firm and other stakeholders is achieved.	For the well sites, verify parcel access, wellhead production, define project limits and treatment options, and review orientation of treatment and yard piping. For the linework, define project limits, verify line sizes and routing, and determine potential routing challenges. For the elevated storage, verify parcel, define footing type (geotechnical) and review capacity, overflow elevation and capacity, orientation of tank and piping. For all, the County can provide comments, the comments can be resolved and incorporated.
<b>Permitting</b> - Permit Application Preparation, Submittal and Tracking	Timely submission will allow the water system to be brought on-line in a timely manner.	Approved permit documents will be incorporated into construction documents.
<b>Bidding Phase Services</b>	The bidding process will allow the County to identify the lowest responsible bidders to construct the work.	Bid phase services will culminate with the County awarding the project for construction
<b>Construction Administration Phase Services</b>	Construction will culminate in a successful/operational County	Administer the construction contract so the County realizes a complete and compliant system.

## 11 Current Project Information

HDR is a firm serving clients across the globe and has over 575 team members in North Carolina. HDR provides the following list of projects underway to show our depth and breath. The list is only a sampling.

Name	Estimates Cost (HDR Fees)	Completion Date
Union County- Yadkin Regional Water Supply Program	\$2.5M (Permitting and Preliminary Engineering)	Construction is scheduled for completion in 2023
City of Durham- Western Intake Partnership	\$2.42M (Preliminary Project Phases)	Current scope of services are through 2024. The project completion date is 2031
Triangle J Council of Government - Triangle Regional Water Supply Plan	\$269,000 (Phase 1)	May 2024
Yadkin-Pee Dee Water Management Group- Water Resources Plan	\$800,000	2025
Catawba-Wateree Water Management Group- Program Management and Integrated Water Resources Plan	\$89,000 per year (Program Management) \$1.38M (Integrated Water Resources Plan)	2028 - Program Management 2025- Integrated Water Resources Plan



# A Execution of Proposal

## ATTACHMENT A: EXECUTION OF PROPOSAL

### EXECUTION

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

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

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

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

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

VENDOR: HDR Engineering, Inc. of the Carolinas		
STREET ADDRESS: 555 Fayetteville Street, Suite 900	P.O. BOX:	ZIP: 27601
CITY & COUNTY & ZIP: Raleigh, Wake County, 27601	TELEPHONE NUMBER: 919-232-6600	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <i>Jonathan Henderson, SVP</i>	FAX NUMBER: 919-232-6642	
VENDOR'S AUTHORIZED SIGNATURE: <i>[Signature]</i>	DATE: 11/21/23	EMAIL: <i>Jonathan.henderson@hdrinc.com</i>

# B Certification Regarding Lobbying

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## ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

**This form is required only for purchases of more than \$100,000**

The undersigned certifies, to the best of his or her knowledge and belief, that:

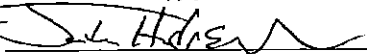
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, HPR Engineering Inc. of the Carolinas, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Sandra Henderson, SVP

Name and Title of Contractor's Authorized Official

11/21/23

Date

# C Nonconclusion Affidavit

## ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT  
of Cumberland

State of North Carolina County

Jonathan Henderson, being first duly sworn, deposes and says that:

1. He/She is the SVP of HDR Engineering, Inc of, the proposer that has submitted the attached proposal. Wake County
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: 

Printed Name: Jonathan Henderson

Title: SVP

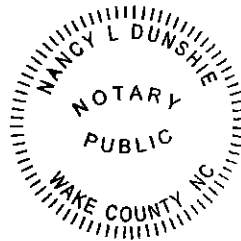
Date: 11/21/23

Subscribed and Sworn to Before Me,

This 21 day of November, 2023

Notary Public Nancy L. Dunshie

My Commission Expires: 10-17-2026



# D Federal Required Contract Clauses

## **ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES**

**!IMPORTANT NOTE!** The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment D* is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### **1. Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

### **2. Contractor Compliance**

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

### **3. Conflict of Interest**

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

### **4. Mandatory Disclosures**

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**7. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**8. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**9. Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

**10. Termination**

(1) *Termination Without Cause.* The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.



(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**7. No Obligation by Federal Government**

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The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

**(3) Additional Grounds for Default Termination by the County.** By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement;  
or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

**(4) Cancellation of Orders and Subcontracts.** In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

**(5) No Effect on Taxes, Fees, Charges, or Reports.** Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

**(6) Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

**(7) No Suspension.** In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**(8) Authority to Terminate.** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) **Audit.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

## 11. Remedies

(1) **Liquidated Damages:** The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) **Right to Cover:** If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) **Right to Withhold Payment.** If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) **Specific Performance and Injunctive Relief.** The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) **Setoff.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) **Other Remedies.** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

## **12. Debarment and Suspension**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **13. Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **14. Davis-Bacon Requirements**

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

#### **15. Copeland "Anti-Kickback" Act**

(1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

**(2) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**(3) Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **17. Rights to Inventions Made Under a Contract or Agreement**

### ***Patent and Rights in Data***

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

**Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been



obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **18. Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **19. Safeguarding Personal Identifiable Information:**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

#### **20. Buy USA - Domestic Preference for certain procurements using federal funds.**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

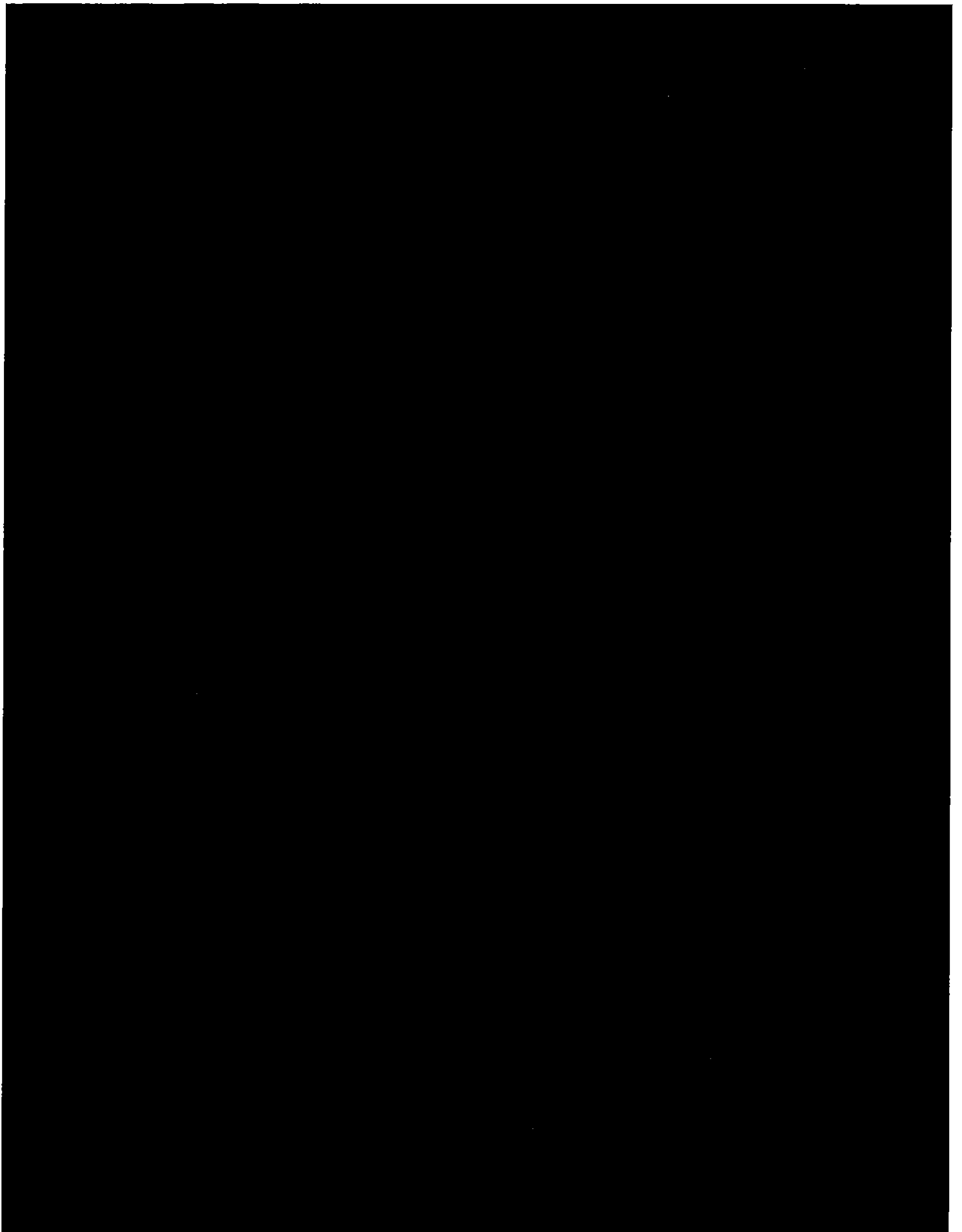
**21. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**22. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.







HDR Engineering, Inc. of the Carolinas  
555 Fayetteville Street, Suite 900  
Raleigh, NC 27601  
NCBELS License No. F-0116

[hdrinc.com](http://hdrinc.com)

We practice increased use of sustainable  
materials and reduction of material use.

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**SOLID WASTE MANAGEMENT**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 3, 2024**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES**

**DATE: 5/28/2024**

**SUBJECT: APPROVAL OF SERVICE AGREEMENT FOR GAS TREATMENT SKID DESIGN**

**BACKGROUND**

At the March 18, 2024, Board of Commissioners meeting the Board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide Solid Waste Gas Services to assist with the design of gas collection and treatment system improvements, monitoring, sampling, testing, reporting, permitting and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement to bring back to the Board. Attached to this memo is a Service Agreement, which includes the scope of services to assist the County with a project to construct a new treatment skid for the Ann Street Landfill. The agreement amount shall not exceed \$50,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2024

**RECOMMENDATION / PROPOSED ACTION**

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$50,000.
2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

**ATTACHMENTS:**

Description	Type
Board Approval of Bid Award	Backup Material
Service Agreement	Backup Material





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**ACTION AGENDA**  
**CUMBERLAND COUNTY BOARD OF COMMISSIONERS**  
**COURTHOUSE - ROOM 118**  
**MARCH 18, 2024**  
**6:45 PM**

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INVOCATION - Vice Chairwoman Toni Stewart

**EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE**  
**PLEDGE OF ALLEGIANCE -**

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

**FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE**

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

**FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.**

**LITTLE MISS HOMETOWN BRONCO QUEEN**  
**QUEEN - MADISON MCLAUGHLIN**  
**FIRST RUNNER UP - ALYVIA ADDERLY**

**PRETEEN MISS HOMETOWN BRONCO QUEEN**  
**QUEEN - KENNEDY MARIE WHITAKER**  
**FIRST RUNNER UP - BAILEE SWINTON**  
**SECOND RUNNER UP - SONIA ROSS**  
**THIRD RUNNER UP - CHLOE JONES**

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

**COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.**

**JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.**

**PUBLIC COMMENT PERIOD**

1. APPROVAL OF AGENDA

**AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)**

2. CONSENT AGENDA

**Approved**

A. Approval of Proclamation Recognizing March 2024 as Women's History Month

**Approved**

B. Approval of Proclamation Recognizing March 2024 as Social Workers Month

C. Approval of Formal Bid Award for Solid Waste Service Truck

**THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD**

- D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

**THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.**

- Approved E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)
- Approved F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy
- Approved G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
- H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

**THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT**

- I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

**NO BOARD ACTION REQUIRED**

- Approved J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site
- Approved K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda

- L. Approval of Cumberland County Board of Commissioners Agenda Session Items

- 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

**ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.**

- 2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

**ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.**

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

**THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT**

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

3. PUBLIC HEARINGS

- A. Case # MH-6638-2023 - Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

**THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER**

Rezoning Cases

Approved

- B. Case ZON-23-0035

- C. Case ZON-23-0037

**DENIED THE REZONING REQUEST FROM R10 RESIDENTIAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT**

- D. Case ZON-24-0001

**APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN**

- E. Case ZON-24-0002

**APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY**

4. ITEMS OF BUSINESS

- A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

**ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED**

- B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

**THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE**

- C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

**APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING**

5. NOMINATIONS

- A. Civic Center Commission (3 Vacancies)

**NOMINEES:**

**DWIGHT THOMPSON  
JOSHUA CHOI  
KENNETH BURNS  
PETER PAPPAS  
JAMI MCLAUGHLIN**

- B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

**NOMINEES:**

**SARAH BURTON  
MICHAEL LONG  
LAURA MUSSLER  
DONNA PELHAM**

- C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

**NOMINEE:**

**JOYCE ADAMS**

- D. Cape Fear Valley Board of Trustees (1 Vacancy)

**NOMINEE:**

**RYAN AUL  
DR. TORIKA FULLER**

**6. APPOINTMENTS**

- A. Home and Community Care Block Grant Committee (1 Vacancy)

**APPOINTED:**

**SIGMA SMITH - AGING SERVICE PROVIDER**

- B. Mid-Carolina Aging Advisory Council (1 Vacancy)

**APPOINTED:**

**CHARLES MCLAURIN**

- C. Farm Advisory Board (1 Vacancy)

**APPOINTED:**

**JOEY SHORT**

**7. CLOSED SESSION: If Needed**

- A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)  
B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

**ADJOURN**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, [www.cumberlandcountync.gov](http://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**





**SOLID WASTE MANAGEMENT**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES**

**DATE: 3/14/2024**

**SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE GAS SERVICES**

**BACKGROUND**

On January 26, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide gas services. The County is seeking a qualified consultant to assist with the design of gas collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to construct a new treatment skid for the Ann Street Landfill. Firms had until February 8, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Gas Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

**RECOMMENDATION / PROPOSED ACTION**

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Gas Services.
2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract for approval at a future Board of Commissioners meeting.

**ATTACHMENTS:**

Description

Summary Evaluation Sheet Solid Waste Gas Services

Type

Backup Material



**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

**SERVICE AGREEMENT**

This Agreement made this the \_\_\_\_\_ day of March 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Gas Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Gas Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Gas Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30<sup>th</sup> day of June, 2024, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.



INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of **\$50,000** over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the **General Manager of Natural Resources** as its exclusive agent with respect to this Agreement. The **General Manager of Natural Resources** as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the **General Manager of Natural Resources**. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

VENDOR:  
**Smith Gardner, Inc.**  
**14 N. Boylan Avenue**  
**Raleigh, NC 27603**

COUNTY:  
**Amanda L. Bader, General Manager of Natural Resources**  
**698 Ann Street**  
**Fayetteville, NC 28301**



Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

**SEVERABILITY:** If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

**MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

**MERGER CLAUSE:** The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

**DISPUTE RESOLUTION:** The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

**INDEPENDENT CONTRACTOR:** VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

**NON-APPROPRIATION CLAUSE:** This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND


ATTEST

BY: \_\_\_\_\_  
ANDREA TEBBE, Clerk

BY: \_\_\_\_\_  
GLENN ADAMS, Chairman  
Board of County Commissioners

SMITH GARDNER, INC.

ATTEST  
BY:  \_\_\_\_\_

BY:  \_\_\_\_\_  
Name/Title STALEY A. SMITH  
PRESIDENT

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

  
County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

 5/9/24

County Attorney's Office



March 23, 2024

Ms. Amanda L. Bader, P.E., Director  
Cumberland County Solid Waste Management Department  
698 Ann Street  
Fayetteville, NC 28301

**RE: Engineering Services Proposal  
Cumberland County - Ann Street Landfill  
Gas Treatment Skid Design**

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for assistance in the design of a new gas treatment skid at the Cumberland County Ann Street Landfill facility. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

### **SCOPE OF SERVICES**

S+G will subcontract the services of I.C. Thomasson Associates, Inc. (ICT) and Ross Linden Engineers, PC (Ross-Linden) to provide electrical and structural design drawings associated with the gas treatment system. S+G, and its subconsultants, will perform the following services:

- Prepare signed and sealed bid issue drawings and documents for the project;
- Conduct a Pre-bid meeting at the site;
- Answer questions and address comments from potential bidders;
- Prepare and disseminate any addenda developed during the bid process;
- Receive, tally, and present bids to the County for selection of contractor;
- Administer the award of contract, as well as other contractual aspects;
- Prepare signed and sealed construction issue drawings and documents for the project; and
- Review/receive/manage various project submittals prior to the beginning of construction.

Construction level services will be provided under separate scope and budget once complete design has been completed and is not included.

### **BUDGET**

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is attached. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Ms. Amanda Bader, P.E.  
March 23, 2024  
Page 2 of 2

Consultant	Budget
S+G	\$25,000
Ross Linden	\$15,000
ICT	\$10,000
<i>Total Budget:</i>	<i>\$50,000</i>

### SCHEDULE

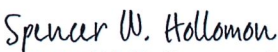
S+G is available to proceed with implementation of this proposal upon your approval and issuance of a purchase order.

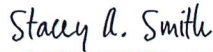
### APPROVAL

Should you be in agreement with this proposed scope, budget and schedule, please assign a Purchase Order Number or note by initial here \_\_\_\_\_ and transmit the number to S+G.

We appreciate the opportunity to continue our relationship with Cumberland County. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,  
**SMITH GARDNER, INC.**

DocuSigned by:  
  
Spencer W. Hollomon, P.E.  
Project Engineer (ext. 134)  
[spencer@smithgardnerinc.com](mailto:spencer@smithgardnerinc.com)

DocuSigned by:  
  
Stacey A. Smith, P.E.  
Senior Engineer (ext. 127)  
[stacey@smithgardnerinc.com](mailto:stacey@smithgardnerinc.com)

Attachment  
cc: File

**2023 FEE SCHEDULE**
**Staff Professional**

**President**, Senior Engineer - Stacey A. Smith, P.E.\*\*  
**Vice President**, Senior Project Manager - John M. Gardner, P.E.\*\*  
**Vice President**, Senior Engineer - Pieter K. Scheer, P.E.\*\*  
**Vice President**, Senior Geologist - C. Kevin Anderson, P.G.\*\*  
**Vice President**, Senior Hydrogeologist - Joan A. Smyth, P.G.\*\*  
**Vice President**, Senior Project Manager - W. Michael Brinckek, P.E.\*\*  
**Principal**, Senior Project Engineer - Gregory G. Mills, P.E.\*\*  
**Principal**, Senior Civil Designer - Christopher T. Jones\*\*  
**Principal**, Senior Project Engineer - John R. Fearrington, P.E.\*\*  
**Principal**, Senior Project Engineer - Spencer W. Hollomon, P.E.\*\*  
 Senior Engineer - John D. Barnard, P.E.  
 Senior Project Manager - Jon M. Dietz, Ph.D.  
 Senior Project Manager - Gregory T. Farrell, P.E.  
 Senior Geologist - Bobby J. Wolf, P.G.  
 Senior Surveyor - Uljas J. Murphy, P.L.S. \*\* (UAS)  
 Senior Scientist - Matthew S. Lamb\*\*  
 Project Engineer - Jesse C. Li, P.E.  
 GIS Analyst - Jason D. McMahon, GISP\*\* (UAS)  
 Project Geologist - Clyde A. L. "CAL" Easter, P.G.\*\*  
 Project Engineer - Jonathan "Johnny" A. Hayes, PE, LSIT\*\* (UAS)  
 Construction Consultant - Albert B. "Buddy" Bowers, Jr.  
 Management Consultant - D. Scott Bost  
 Construction Manager - Todd L. Scott  
 Project Geologist - Seth C. Rickerts, P.G.  
 Staff Engineer - Matthew M.A.C. "Mac" Jones, EI  
 Project Manager - Lou J. Krasuski@@  
 Civil Designer - Robert V. Maynard  
 Field Services Manager - Byron S. Hackney\*\*  
 Field Services Manager - Britt P. Ransom\*\* (AAI)  
 Systems Administrator - Sam T. Spencer\*\* (UAS)  
 Construction Manager - Troy D. Mitchell\*\* (UAS)  
 CAD Designer - Jeffrey R. Taylor  
 CAD Designer - L. Hal Blevins, III  
 Staff Engineer - Aubrie C. Miller  
 CAD Technician - Jacob Griffith  
 Environmental Technician - Joshua C. Rue  
 Environmental Technician - Kyle M. Bonnett  
 Environmental Technician - Daniel J. Pantaleo  
 Environmental Technician - Matthew Stagg  
 Field Supervisor  
 Field Technician  
 Staff Technician  
 Clerical/Administrative Secretary  
 Expert Witness/Legal Services

**Reproduction Expenses**

Small Format (B size or smaller)

 Black & White  
 Color

Large Format (C size or larger)

**Equipment**
**Expenses & Fees**

Direct Project Expenses

\* Rates are subject to review annually.

\*\*Employee Owner

\*\*\*Accredited Asbestos Inspector (AAI) Services

\*\*FAA Small Unmanned Aircraft Systems (UAS) Certificate &amp; NC Commercial UAS Operator Permit Holder

@@Federal Reference Method 9 Visible Emissions Evaluator

**Hourly Billing Rates\***

\$265/hour  
 \$250/hour  
 \$240/hour  
 \$200/hour  
 \$195/hour  
 \$210/hour  
 \$150/hour  
 \$150/hour  
 \$150/hour  
 \$215/hour  
 \$215/hour  
 \$190/hour  
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 \$80/hour  
 \$80/hour  
 \$80/hour  
 \$80/hour  
 \$85/hour  
 \$65/hour  
 \$65/hour  
 \$50/hour  
 Negotiated

\$0.10 per page  
 \$0.40 per page  
 \$4 per sheet  
 see Rate Sheet

Cost + 10%

+\$15/hour to rate

+\$15/hour to rate

+\$15/hour to rate



**BUDGET AND PERFORMANCE DEPARTMENT**

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 3, 2024**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR**

**DATE: 5/28/2024**

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE JUNE 3, 2024 BOARD OF COMMISSIONERS' AGENDA**

**BACKGROUND**

**General Fund 101**

**1) Library Grants – Budget Ordinance Amendment B240748 to recognize funds from Friends of the Cumberland County Public Library, Inc. in the amount of \$10,351**

The Board is requested to accept and approve Budget Ordinance Amendment B240748 to recognize funds from Friends of the Cumberland County Public Library, Inc. in the amount of \$10,351. These funds will be used for inter-generational projects such as bubble wonders and library-con, experience pass and Lego engineers.

Please note this amendment requires no additional county funds.

**Education Fund 106**

**2) School Capital Outlay Category I, II, and III – Budget Ordinance Amendment B240377 in the amount of \$13,215,293 for capital outlay**

The Board is requested to accept and approve Budget Ordinance Amendment B240377 in the amount of \$13,215,293 for capital outlay. Category I is for school renovations in the amount of \$12,205,593. Category II is for equipment in the amount of \$435,400. Category III is for vehicles in the amount of \$574,300. This revision is to update the school capital outlay from the Cumberland County Board of Education as approved at the Board of Education meeting on February 13, 2024.

Please note this amendment requires no additional county funds.

### **Group Insurance Fund 801**

#### **3) Employee Pharmacy - Budget Ordinance Amendment B240753 to increase pharmacy prescription drugs in the amount of \$700,000**

The Board is requested to approve Budget Ordinance Amendment B240753 to increase pharmacy prescription drugs in the amount of \$700,000. These funds will be used to pay the increase in the pharmaceutical drug bills due to the increase in the expense line for prescription and over the counter drugs. This increase is being offset by insurance reimbursement received from prescription drug coverage and is based on year projection.

Please note this amendment requires no additional county funds.

### **Contingency Funds Report – General Fund 101**

The County Manager approved the following use of contingency funds totaling \$103,114.

- Contingency funds of \$103,114 were used for repairs and maintenance to county facilities due to unexpected emergencies.

### **RECOMMENDATION / PROPOSED ACTION**

Approve Budget Ordinance Amendments





## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 3, 2024**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES**

**DATE: 5/15/2024**

**SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR GRAY'S CREEK WATER EXTENSION PHASE I PROJECT**

#### **BACKGROUND**

At the December 18, 2023, Board of Commissioners meeting the Board accepted the selection of HDR Engineering, Inc. of the Carolinas as the best qualified engineering firm to assist the County with development of a water system in southern Cumberland County to address groundwater contamination.

The scope of work includes the following tasks: Engineering Report and Environmental Information Document Revision and Distribution Waterline Design. There are also allowances for Field Services, Strategic Communication, Easement Acquisition Support, and Consulting Services.

The County must revise the current Engineering Report that includes development of the groundwater supply wells and the design of the system for treatment, storage and rural water construction standards to include a distribution system using urban standards. An updated cost estimate is required. A financial analysis must be revised to include the proposed rate structure and debt repayment.

There were three sources of funding in our Letter of Intent to Fund from NC DEQ. Each funding source has its own deadlines and requirements. Therefore, we are proposing to design and bid three construction projects to meet these requirements.

The agreement amount shall not exceed \$6,069,000 and the term of agreement shall be from the execution date of the agreement and shall remain in effect for a period of 36 months. This project is being funded with County ARPA funds included in Project Ordinance 241062.

#### **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:

1. Approve the Service Agreement with HDR Engineering, Inc. of the Carolinas in the amount of \$6,069,000.
2. Authorize the Chairman to execute the attached contract that has received preaudit certification and been determined to be legally sufficient.

**ATTACHMENTS:**

Description	Type
Board Approval of RFQ for Professional Design Services for Cumberland County Public Water Systems	Backup Material
Service Contract	Backup Material



L. Approval of Cumberland County Board of Commissioners Agenda Session Items

Approved

- 1. Amendment to Contract to Audit Accounts

Approved

- 2. Request for Qualifications (RFQ) for Professional Design Services for Cumberland County Public Water Systems

Approved

- 3. Department of Social Services Lease Renewal for Family Visitation Center

Approved

- 4. NC Cooperative Extension Memorandum of Agreement

Approved

- 5. Changes to the Cumberland County Voluntary Agricultural District Ordinance and Farm Advisory Board Bylaws

4. PUBLIC HEARINGS

- A. Consideration of Text Amendment to Expand Jurisdiction of the Minimum Housing and Nonresidential Building Code

**ADOPTED TEXT AMENDMENT AS SET OUT BELOW:**

Be it hereby ordained by the Cumberland County Board of Commissioners, that Chapter 4, Article IV, Division 3. Enforcement, of the Cumberland County Code is amended by adding a new Sec. 4-87 as follows:

**Sec. 4-87. Territorial Jurisdiction.**

(a) This article is applicable to any area within the territorial jurisdiction of the County of Cumberland, North Carolina, and within the territorial limits of any municipality within the county for which the governing board of the municipality has adopted a resolution pursuant to former N.C.G.S. § 160A-441, N.C.G.S. § 160D-202, or any other statutory authority requesting this ordinance or code to be applicable within the municipality’s jurisdiction and for which the county’s governing board adopts a resolution accepting the municipality’s jurisdiction for this purpose.

(b) The Clerk to the Board of Commissioners shall maintain a copy of the requesting and accepting resolutions in the Ordinance Book with this ordinance.

Passed and approved by the Cumberland County Board of Commissioners December 18, 2023.

Rezoning Cases

- B. Case ZON-23-0026

**APPROVED REZONING FROM RR RURAL RESIDENTIAL DISTRICT TO C1(P) PLANNED LOCAL BUSINESS DISTRICT**

- C. Case ZON-23-0027

**APPROVED REZONING FROM R40 RESIDENTIAL DISTRICT TO R40A RESIDENTIAL DISTRICT**

- D. Case ZON-23-0028

**APPROVED REZONING FROM A1 AGRICULTURAL DISTRICT TO R40A RESIDENTIAL DISTRICT**

- 5. ITEMS OF BUSINESS \*\*There are no Items of Business for this Meeting\*\*

6. NOMINATIONS

- A. Mid-Carolina Aging Advisory Council (1 Vacancy)

**NOMINEE:**

**WILBERT J. STRITT**

- B. Civic Center Commission (2 Vacancies)

**NOMINEES:**

**NATHAN CUFFEE  
RAQI BARNETT**

7. APPOINTMENTS \*\* There are no Appointments for this Meeting\*\*
  
8. CLOSED SESSION
  - A. Personnel Matter(s) Pursuant to NCGS 143-318.11(a)(6)

**ADJOURN**

**THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, [www.cumberlandcountync.gov](http://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**



## **SOLID WASTE MANAGEMENT**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 18, 2023**

**TO: BOARD OF COUNTY COMMISSIONERS**

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

**DATE: 12/6/2023**

**SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR PROFESSIONAL  
DESIGN SERVICES FOR CUMBERLAND COUNTY PUBLIC WATER  
SYSTEMS**

#### **BACKGROUND**

On November 16, 2023, the Public Utilities Division of the Engineering and Infrastructure Department advertised a Request for Qualifications from qualified engineering firms that provide services for the development and construction of public water systems within Cumberland County. The County is seeking a qualified consultant to encompass all aspects of developing and constructing the infrastructure to obtain surface water and/or groundwater source water, treatment, and delivery through new public water systems. These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, hydraulic modeling, water treatability studies, negotiation of water purchase agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The firm selected would assist the County with development of a water system in southern Cumberland County to address groundwater contamination. The anticipated water source for this project is groundwater with treatment. The services to be provided for this initial project will include the development of the groundwater supply wells and the design of the system for treatment, storage, and water main construction standards.

Firms had until December 1, 2023, to submit their Statement of Qualifications. There were two firms that responded, McGill Associates, P.A. and HDR Engineering, Inc of the Carolinas. Staff reviewed the submittals and agreed that HDR is the best qualified to be selected for Professional Design Services for Cumberland County Public Water Systems.

This item was presented to the Board of Commissioners at their December 14, 2023, Agenda Session and the Board voted to move the item to the December 18, 2023, Consent Agenda.

**RECOMMENDATION / PROPOSED ACTION**

The Public Utilities Division, General Manager for Natural Resources and County Management recommend the proposed action:

1. Accept the selection of HDR Engineering, Inc. of the Carolinas as the best qualified firm for Professional Design Services for Cumberland County Public Water Systems.
2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract for approval at a future Board of Commissioners meeting.

**ATTACHMENTS:**

Description	Type
Summary Evaluation Design Services RFQ	Backup Material

**Evaluation Sheet - Engineering Services - Professional Design Services**  
**Total Max Points (Per Vendor) 100**

Evaluators Name: \_\_\_\_\_  
 Summary Sheet

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References		Total	Notes *Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max	15 Points Max		
McGill	19.5	24.25	14.25	22.25	14.25	14.25	95	
HDR	20	24.75	15	25	15	15	99.75	

**Additional Notes**  
 \*If additional space is needed for notes, see attached

**Vendors**

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**STATE OF NORTH CAROLINA**

**SERVICE AGREEMENT**

**COUNTY OF CUMBERLAND**

This Agreement, made this the \_\_\_ day of \_\_\_\_\_ 2024, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as "COUNTY," and **HDR Engineering, Inc. of the Carolinas**, a business located at **555 Fayetteville Street, Suite 900, Raleigh, NC 27601**, hereinafter referred to as "VENDOR."

**WITNESSETH:**

WHEREAS, COUNTY wants professional engineering services for the Gray's Creek Water Extension (Gray's Creek Phase I Project) based on the January 30, 2024, Engineering Report and Environmental Information Document; and

WHEREAS, VENDOR is qualified to perform the professional engineering services for the COUNTY; and

WHEREAS, VENDOR has represented that it can provide qualified services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the project budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: COUNTY agrees to purchase, and VENDOR agrees to provide, the necessary services for this project as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract and shall remain in effect for a period of 36 months, unless sooner terminated or extended by mutual agreement. COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of COUNTY:

- (1) VENDOR has completed all services required; or
- (2) VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of COUNTY.

In the event COUNTY determines to terminate this Agreement for VENDOR'S failure or neglect to furnish or perform the necessary services, COUNTY shall give VENDOR seven (7) business days written notice of COUNTY's intent to terminate this Agreement, stating the reasons therefore, with VENDOR to have these seven business days to cure such issues to COUNTY's satisfaction. If COUNTY determines VENDOR'S efforts to cure are not sufficient, COUNTY will make all payments due to VENDOR for services rendered and/or expenses actually incurred up to and including the date

of termination.

**STANDARD OF PERFORMANCE:** The standard of care for all professional engineering, consulting and related services performed or furnished by **VENDOR** and its employees under this Agreement will be the care and skill ordinarily used by members of **VENDOR'S** profession practicing under the same or similar circumstances at the same time and in the same locality. **VENDOR** makes no warranties, express or implied, under this Agreement or otherwise, in connection with **VENDOR'S** services.

**SERVICES TO BE PERFORMED:** The services to be performed by **VENDOR** are set forth in **Attachment A - Scope of Services**, attached hereto and incorporated fully herein. The services to be performed shall be consistent with the design of the distribution system without PWC design for the Updated Gray's Creek Phase I as shown on **Attachment A - Project Map**, attached hereto and incorporated fully herein. The services to be performed by **VENDOR** shall be performed in accordance with the Project Schedule set forth in **Attachment B**, attached hereto and incorporated fully herein. The labor rates for the use of **VENDOR'S** staff to perform the services shall be in accordance with **Attachment C - 2023/2024 Standard of Unit Prices**, attached hereto and incorporated fully herein. While **VENDOR** is performing services under this Agreement, **VENDOR** shall maintain the liability insurance coverage set forth in **Attachment D**, attached hereto and incorporated fully herein. If **VENDOR** must make any changes in this liability insurance coverage, **VENDOR** shall promptly notify **COUNTY** and provide **COUNTY** new Certificates of Liability Insurance reflecting any changes in coverage. All services performed by **VENDOR** shall be consistent and in conformance with the RFQ **COUNTY** issued for these services set forth in **Attachment E**, attached hereto and incorporated fully herein, and with **VENDOR'S** Statement of Qualifications for this RFQ set forth in **Attachment F**, attached hereto and incorporated fully herein.

**PRICE:** Compensation for services rendered shall be on a fixed fee as outlined in the proposal set forth in **Attachment A - Scope of Services**, attached hereto and incorporated fully herein. The total contract price shall not exceed \$6,069,000.00 without authorization from the County Manager given in writing in advance of **VENDOR** performing the services incurring the additional costs to increase the price.

**PAYMENT:** **COUNTY** shall pay **VENDOR** for all services performed within 30 days of receipt of invoice.

**BENEFIT:** This Agreement shall be binding upon, and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

**ASSIGNMENT:** **VENDOR** shall not assign all or any part of its contract rights under this Agreement, nor delegate or subcontract any performance hereunder without first obtaining **COUNTY'S** written approval.

**COMPLIANCE WITH LAW:** **VENDOR** shall comply with all applicable laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but not limited to, the provisions of the Fair Labor Standards Act of 1938, and equal employment opportunity laws.

**AGENCY AND AUTHORITY:** **COUNTY** hereby designates the County Manager as its exclusive

agent with respect to this Agreement. The County Manager is authorized, on behalf of COUNTY, to negotiate directly with VENDOR on all matters pertaining to this Agreement. VENDOR agrees that all its dealings with COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the County Manager. Further, VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

**REMEDIES:** If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or in equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

**APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

**NOTICES:** Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

**VENDOR:**  
**HDR Engineering, Inc. of the Carolinas**  
**555 Fayetteville Street, Suite 900**  
**Raleigh, NC 27601**

**COUNTY:**  
**Clarence Grier, County Manager**  
**117 Dick Street, 5<sup>th</sup> Floor**  
**Fayetteville, NC 28301**

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

**SEVERABILITY:** If any term, duty, obligation, or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

**MODIFICATION:** This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

**MERGER CLAUSE:** The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this, or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or

relied upon making this Agreement other than those specifically set forth herein.

**DISPUTE RESOLUTION:** The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

**INDEPENDENT CONTRACTOR:** VENDOR is an independent contractor and not an agent, officer or employee of COUNTY and shall have no authority to act as an agent of COUNTY, nor enter any Agreement for, or in behalf of COUNTY. The relationship of VENDOR with COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

**NON-APPROPRIATION CLAUSE:** This agreement is subject to and contingent upon appropriation of funds for current and subsequent fiscal years.

**IRAN DIVESTMENT ACT CERTIFICATION:** VENDOR hereby certifies that VENDOR, as the contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69.

**E-VERIFY:** VENDOR, as the contractor, shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if VENDOR, as the contractor, utilizes a subcontractor, VENDOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

**RE-USE OF DOCUMENTS:** All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by VENDOR pursuant to this Agreement, are instruments of service with respect to the project. COUNTY may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by COUNTY or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by VENDOR for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to VENDOR.

**NO THIRD-PARTY BENEFICIARIES:** No third-party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

ATTEST

County of Cumberland

BY: \_\_\_\_\_

Andrea Tebbe, Clerk

BY: \_\_\_\_\_

Glenn Adams, Chairman  
Board of County Commissioners

ATTEST

HDR Engineering, Inc. of the Carolinas

BY: Elizabeth C. Buell

Elizabeth C. Buell, Assistant Secretary

BY: Jonathan Henderson Date: 4/11/24

Jonathan Henderson, PE, Sr. Vice President

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

Approved for Legal Sufficiency:

BY: Brian Haney  
Brian Haney, County Interim Finance Director

BY: Hecky Z M Hinkle Date: 5-25-24  
County Attorney's Office

# Attachment A

## Scope of Services

### Cumberland County, NC Gray's Creek Water Extension (Gray's Creek Phase I Project) Professional Engineering Services

## 1 Reference

Cumberland County, North Carolina (County) has requested assistance with professional engineering and associated services related to development of a public drinking water system for the Gray's Creek area. The County has requested Professional Engineering Services for the Gray's Creek Water Extension (Gray's Creek Phase I Project) based on the January 30, 2024 (revised April 10, 2024) Engineering Report and Environmental Information Document and subsequent Memorandum of Understanding between the Gray's Creek Water District and Fayetteville Public Works Commission. The Professional Engineering Services include general services, surveying, geotechnical investigation, design, permitting, construction administration, and strategic communications. The Professional Engineering Services project will be led by Amanda Bader, from Cumberland County, and Mary Brice, HDR Engineering, Inc. of the Carolinas (Vendor). Their contact information is provided below.

**Amanda Bader, PE**

Director Solid Waste Management Department  
General Manager of Natural Resources  
Phone: 910-438-4041  
[abader@cumberlandcountync.gov](mailto:abader@cumberlandcountync.gov)

**Mary Brice, PE**

Water/Wastewater Project Manager  
Phone: 919-900-1636  
[mary.brice@hdrinc.com](mailto:mary.brice@hdrinc.com)

## 2 Introduction

County is at the forefront of an emerging contaminant issue as many areas of the county have Per- and Poly-Fluoroalkyl Substances (PFAS) contaminating drinking water in private wells. The County is aggressively pursuing installation of water distribution pipes in a portion of the Gray's Creek Water and Sewer District to deliver potable water to impacted areas. See Map in Attachment A.

The Project will be designed and constructed based on the following 3 construction packages to meet schedule requirements:

- Distribution Waterline – Section 1
- Distribution Waterline – Section 2
- Distribution Waterline – Section 3

The Professional Engineering Services include the 9 tasks described below in Section 3.

## 3 Project Tasks

### Task 1 – General Services

Perform administration and accounting tasks including the setup and management of a project accounting system, preparing monthly invoices, internal project reviews, and reviewing and paying subconsultant invoices.

Coordinate overall project activities, data needs, schedule, decisions, etc. with County and subconsultants. Prepare for and participate in progress meetings to provide updates, review progress, discuss current activities, consider alternatives, and make decisions. Virtual biweekly (one every two weeks) progress meetings are included from notice-to-proceed until end of year 2026.

#### TASK ASSUMPTIONS AND EXCLUSIONS

- Design Review Meetings and Construction Progress Meetings for specific design and construction packages are included in Tasks 3 through 5.
- Consulting Services, services that are not part of a specific design and construction package, can be provided under the allowance in Task 9.

#### TASK DELIVERABLES

- Meeting Notes
- Invoices

### Task 2 – Engineering Report and Environmental Information Document Revision

To the extent possible the following tasks will incorporate, update and provide revision to the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024).

#### Task 2.1 –Basis of Planning

The purpose of this task is for Vendor to facilitate the project kickoff and identify the parameters that will define the scope and scale of the 2024 *Gray's Creek Phase I* water system. Focus will be update of the Basis of Planning found in the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include information relevant to a potential interconnection with the Fayetteville PWC water system. As part of the task, Vendor will perform the following:

##### A. Basis of Planning

Vendor will facilitate a basis of planning workshop with the County, consulting team, and Fayetteville PWC participants. Workshop objectives include:

- Review project scope and schedule
- Define project goals, objectives, critical success factors, and desired outcomes
- Define team member roles and responsibilities, and modes of communication

## **B. Water Distribution Pipeline Network Development and Population and Flow Projections**

Vendor will prepare and implement a methodology to route distribution system piping which targets locations where PFAS contamination has occurred in private water supplies. Every effort will be made to develop a distribution system network which satisfies NCDEQ guidelines for funding of projects related to emerging contaminants. From the resulting distribution system network, Vendor will prepare and implement a methodology to estimate population served and water demand for the project. Data sources may include, but are not limited to:

- United States Census Bureau
- North Carolina Office of State Budget and Management
- Cumberland County Planning & Inspections Department
- Fayetteville Area Planning Organization
- Cumberland County parcel data for land use designation
- Analytical results of water samples from private drinking water wells in the project area (as provided by NCDEQ)
- Other data, such as the presence of in-house and whole-house filtration units, related to private drinking water wells in the project area (as provided by NCDEQ)
- Fayetteville PWC Design Manual
- State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended
- *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024)

## **C. Hydraulic Model Development**

Vendor will create and validate a water distribution system hydraulic model of the proposed distribution system network in order to determine final infrastructure sizes and locations. The general hydraulic modeling effort will include:

- Identification of system performance criteria
- Identification of system design criteria
- Future conditions analysis
- Review and validation with permitting authorities and County staff

## **D. Proposed Project Description**

Vendor will review prior planning associated with the conceptual development of the Gray's Creek Phase I distribution system, incorporate new information, and define the proposed distribution system project and possible future phases.



#### **TASK 2.1 ASSUMPTIONS**

- The project kickoff workshop is planned as a 2-hour virtual kickoff meeting with staff to introduce the project team, establish lines of communication, and review the scope of services and project schedule.
- Basis of planning will be discussed during virtual weekly progress meetings, as needed.
- Boundary conditions will be supplied by others.
- Some design decisions will be based on boundary conditions supplied by others.
- A distribution system can be configured to result in at least 25% of the service connections being related to private wells that have contamination above the proposed MCL / Hazard Index.
- Fayetteville PWC will provide a water source that meets the PFAS MCLs and Hazard Index by December 31, 2028. The Gray's Creek Phase I water distribution system will be installed as "dry lines" until that time.
- Water treatment, booster pumping, reduced pressure backflow prevention, and elevated storage will not be needed.
- It may not be possible to fully determine, quantify, or mitigate deficiencies such as high water age, need for chlorine booster stations, need for booster pumping, or need for flushing locations.
- It may not be possible to fully determine operational schemes to optimize efficiency and comply with regulatory requirements for disinfection and disinfection by-products.

#### **TASK 2.1 DELIVERABLES**

- Meeting notes.

### **Task 2.2 – Environmental Information Document**

Vendor will prepare an update to the Environmental Information Document found in the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include revision of Section 5 Environmental Information Document and Appendix J Environmental Information Document to include analysis of a potential interconnection with the Fayetteville PWC water system.

Vendor will prepare an environmental information document in accordance with the requirements of *Guidance for Environmental Clearance Related to the Clean Water and Drinking Water State Revolving Fund Programs* (NCDEQ, July 2021). Preparation of the environmental information document will include:

#### **A. Desktop Screening**

Vendor will perform a desktop screening to identify conditions which may affect environmental impacts associated with the project and identify environmental factors which require further evaluation.

## **B. Field Visits**

Vendor will perform field investigations at the project area to reveal site conditions not detected through the desktop analysis and confirm the environmental documentation requirements of the project.

## **C. Preparation of Environmental Information Document**

Vendor will prepare an Environmental Information Document in accordance with the requirements of *Guidance for Environmental Clearance Related to the Clean Water and Drinking Water State Revolving Fund Programs* (NCDEQ, July 2021). The document will include:

- Narrative
- Project maps including
  - Site map
  - Floodplain
  - Soils
  - Prime and unique farmlands
  - Wetlands and streams
  - Threatened and endangered species
  - Wild and scenic rivers
  - Areas of archaeological or historical value
  - USEPA environmental justice geographic assessment
  - National Ambient Air Quality Standards attainment status
- Identification of impacts
- Proposed mitigation measures
- *Division of Water Infrastructure Categorical Exclusion by Review (CER) Environmental Information Checklist* (NCDEQ, July 2021)

### **TASK 2.2 ASSUMPTIONS**

- New project area (i.e. area not included in the report *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024)) will not exceed two acres.
- Environmental Information Documentation requirements will be met with Categorical Exclusion by Review.
- Discuss Environmental Information Document during virtual weekly progress meetings, as needed.
- If necessary, County will obtain access agreements within 5 days of private property identification (private streets) for all site assessments and field work. Vendor understands the County may retain a property acquisition consultant to obtain access agreements.
- County is responsible for all survey services including preparation of topographic surveys, deed research, plat preparation, easement preparation, recordation, and all services requiring a licensed land surveyor.
- No public meeting is required.

#### **TASK 2.2 DELIVERABLES**

- Meeting notes.
- Environmental Information Document.

#### **TASK 2.2 SCHEDULE**

The effort can begin after Task 2.1 is complete, but cannot be completed until all required access agreements are procured (if needed).

### **Task 2.3 – Alternatives Analysis**

Vendor will prepare an update to the alternatives analysis found in the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include revision of Section 4.1.1.2 Regionalization/Consolidation to include analysis of a potential interconnection with the Fayetteville PWC water system. The updated Alternatives Analysis will include a description of alternatives (including a "no action" alternative), cost estimates, present worth analysis, summary, and a description of the preferred alternative.

#### **TASK 2.3 ASSUMPTIONS**

- Environmental review does not preclude distribution-only infrastructure and interconnection with the Fayetteville PWC water system from becoming the selected project.
- Reduced pressure zone backflow preventers and elevated tanks are not needed for interconnection with Fayetteville PWC.
- County will not need to establish a Public Water Supply System for interconnection with Fayetteville PWC.
- Fayetteville PWC will provide a water source that meets the PFAS MCLs and Hazard Index by December 31, 2028. The Gray's Creek Phase I water distribution system will be installed as "dry lines" until that time.
- Water treatment, booster pumping, reduced pressure backflow prevention, and elevated storage will not be needed.
- Fayetteville PWC will allow easements less than 20 feet wide on water main installation on private and unpaved roads where line sizes are 6" or less.
- Annexation agreements are not required between City of Fayetteville and County or customers.
- Fayetteville PWC is able to permit "dry lines."
- Discuss alternative analysis during virtual weekly progress meetings, as needed.
- Distribution system alternatives will include two alignment alternatives and two material alternatives.
- Treatment alternatives will include a conventional treatment process and one alternative process.
- The guidance for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014) will apply to the present worth analysis and the NCDEQ Present Worth Analysis workbook will be used to calculate present worth.

### TASK 2.3 DELIVERABLES

- Meeting notes.
- Draft Alternatives Analysis.
- Final Alternatives Analysis.

### TASK 2.3 SCHEDULE

Task 2.3 efforts may not commence until Task 2.1 is complete.

## Task 2.4 – Financial Analysis

Vendor will prepare an update to the financial analysis found in the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include revision of Section 6 Financial Analysis to include analysis of a potential interconnection with the Fayetteville PWC water system.

Vendor will prepare a financial analysis of the selected project in accordance with the guidance for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014).

Additionally, Vendor will provide statistics and limited analysis related to:

- Locations and numbers of affected parties per Consent Order paragraph 19 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).
- Locations and numbers of affected parties with whole building filtration per Consent Order paragraph 19 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).
- Locations and numbers of affected parties per Consent Order paragraph 19 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended) who may have access to the Gray's Creek Phase I water distribution system.
- Cost per connection if only affected parties per Consent Order paragraph 19 participate in the public water system (where available).
- Funding and service life commitment from Chemours related to those parties with whole building filtration per Consent Order paragraph 19 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).



- Locations and numbers of affected parties with under sink point treatment or another system per Consent Order paragraph 20 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).
- Funding and service life commitment from Chemours related to those parties with under sink point treatment or another system per Consent Order paragraph 20 (as noted in State of North Carolina, ex rel., Michael S. Regan, Secretary, North Carolina Department of Environmental Quality, Plaintiff, Cape Fear River Watch, Plaintiff-Intervenor, v. The Chemours Company FC, LLC, Defendant. Consent Order February 20, 2019, and as amended).

#### **TASK 2.4 ASSUMPTIONS**

- Distribution-only infrastructure and interconnection with the Fayetteville PWC water system is the selected project.
- Prior to preparation of the financial analysis Fayetteville PWC and County will provide an agreement, including financial terms, operation and maintenance agreement, all customer fees including connection fees, availability fees, rates, and rate structure, under which the County will convey infrastructure to Fayetteville PWC upon completion.
- Fayetteville PWC will provide a water source that meets the PFAS MCLs and Hazard Index by December 31, 2028. The Gray's Creek Phase I water distribution system will be installed as "dry lines" until that time.
- Water treatment, booster pumping, reduced pressure backflow prevention, and elevated storage will not be needed.
- Discuss the financial analysis during virtual weekly progress meetings, as needed.
- The guidance for Minor Engineer's Reports/Environmental Information Documents will apply to the financial analysis. The NCDEQ Financial Analysis workbook will be used to perform the analysis.
- Funding sources (including interest rates, repayment periods, or other terms and conditions) will be known at the time of the analysis.
- Rate studies will not be performed as part of this project.

#### **TASK 2.4 DELIVERABLES**

- Meeting notes.

#### **TASK 2.4 SCHEDULE**

Task 2.4 efforts may not commence until Task 2.1 is complete.

### **Task 2.5 – Public Participation**

Vendor will provide strategic communications professional services to the County with the goal of providing adequate opportunities for public participation as described in the guidance for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014).

Services will include:

- Preparation of a public engagement plan which includes the following content:
  - Time frame, need, and purpose of project.
  - Options for the project.
  - Explanation of costs that residents will pay associated with the project, including:
    - Cost of connection to the water main.
    - Anticipated monthly water bill.
    - Cost of availability fee.
- Facilitation of two public meetings.
- Preparation of communication materials.
- Preparation of social media posts.
- Monitoring of and response to public comments.

Vendor will prepare materials and provide facilitation services for two public meetings. Vendor will participate in public meetings, receive documentation of public notification and reporting on public meetings, and incorporate that information into the final Preliminary Engineering Report.

#### **TASK 2.5 ASSUMPTIONS**

- Discuss the public engagement plan during virtual weekly progress meetings, as needed.
- Vendor will facilitate a maximum of two public meetings.
- Vendor will collaborate with County for all public notification and public meetings including website postings, advertisements, meeting presentations, facilitation, meeting summaries, and reporting.
- County will provide meeting venue.
- Strategic communications services for public participation related to the general requirements of the Engineering Report are limited to two public meetings held in two consecutive months.

#### **TASK 2.5 DELIVERABLES**

- Exhibits and information developed for distribution to the public.

#### **TASK 2.5 SCHEDULE**

Task 2.5 efforts will commence at kickoff; however, public meetings will not occur until Task 2.4 is complete.

### **Task 2.6 – Preparation of Preliminary Engineering Report**

Vendor will prepare an update to the document *Gray's Creek Water Extension (Gray's Creek Phase I Project) Engineering Report and Environmental Information Document* (HDR, January 30, 2024, revised April 10, 2024). The update will include revision of all Sections as needed, including Executive Summary, to include analysis of a potential interconnection with the Fayetteville PWC water system.

Vendor will prepare a draft and final Preliminary Engineering Report in accordance with the guidance for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014). The report shall include the following:



- Executive Summary
- Basis of Project Planning
- Purpose and Need
- Alternatives Analysis
- Environmental Information Document
- Financial Analysis
- Summary of Public Participation
- Recommendations

The final Preliminary Engineering Report will be prepared and sealed by a NC Licensed Engineer.

#### **TASK 2.6 ASSUMPTIONS**

- Discuss the Preliminary Engineering Report during virtual weekly progress meetings, as needed.
- The 2024 Gray's Creek Phase I project meets the requirements for Minor Engineer's Reports/Environmental Documents found in *General Requirement of the Engineering Report/Environmental Information Document* (NCDEQ, May 2014).
- County will provide timely response to Vendor data requests and requests for review and comment of draft documents related to completion of the Preliminary Engineering Report.

#### **TASK 2.6 DELIVERABLES**

- Meeting notes.
- Draft Preliminary Engineering Report.
- Final Preliminary Engineering Report.

#### **TASK 2.6 SCHEDULE**

Task 2.6 efforts cannot be completed until Tasks 2.1 through 2.5 are complete.

### **Task 3 – Distribution Waterline – Section 1**

In total, the distribution waterlines extend approximately 71,000 LF along the alignments shown in Attachment A. To expedite schedule, the distribution waterlines are broken into three design and construction packages. Distribution Waterline – Section 1 includes approximately 14,000 LF. The following subtasks will be performed:

#### **A. Surveying and SUE**

Topographic and planimetric surveys, along with subsurface utility engineering (SUE) to locate existing utilities, will be performed along the waterline alignment to support the design. The following activities will be performed:

- Survey limits will cover an 80-foot width, extending 40-feet in each direction from road centerline within the limits of the proposed waterlines along paved roads, 60-foot total width along unpaved roads. Survey along NC-87 will only include the right-of-way area west of the western edge of pavement.



- Limits of road right-of-way will be determined through deed research and field survey. For any properties where deeds are not readily available online and/or where no front corner property monuments exist to establish right-of-way limits, more extensive research and/or survey to determine right-of-way can be provided under the allowance in Task 6.
- SUE Quality Level B will be performed within road right-of-way along the proposed waterlines.
- An environmental field review will be performed along the waterline alignment to identify and delineate jurisdiction streams and wetlands and document the presence of any observed threatened or endangered species or their habitat within the expected limits of disturbance.

### **B. Geotechnical Investigation**

10 soil borings are included, each to a depth of 15-feet or auger refusal, whichever is less. Prior to performing the soil borings, NC 811 will be contacted to request marking of underground utilities. Following completion of the soil borings, a geotechnical report will be prepared to summarize the field work performed and the laboratory testing.

### **C. Design**

Design drawings will be prepared for the proposed waterlines. The following activities will be performed:

- Field survey data and existing utility locations will be incorporated onto the drawings to show existing conditions.
- Proposed waterline infrastructure along with temporary erosion and sediment control devices will be designed and incorporated onto the drawings to show and note the work to be performed by the contractor.
- Profile views will be developed to show existing ground elevation and proposed waterline elevation.
- Traffic control standard notes and details will be included in the drawing set, no project specific traffic control plan will be prepared.
- Design specifications will be prepared using Vendor's standard technical specifications, modified to meet project requirements, and Standard Engineers Joint Contract Documents Committee (EJCDC) front-end documents, modified to meet project requirements.
- An opinion of probable construction cost will be prepared based on the 90% design.

Drawings and specifications will be provided to the County for review at the 60% and 90% completion stage. A design review meeting will be held with the County following each of these two submittals.

### **D. Permitting**

Provide drawings, specifications, and permit applications, and pay applicable permit fees, for the following permits and respond to agency comments.

- USACE - Nationwide Permit No. 58 (under Section 404)





- NCDEQ – Section 401 Water Quality Certification
- NCDEQ – Erosion and Sediment Control Permit
- NCDEQ – Authorization to Construct
- NCDOT - Encroachment Permit

#### **E. Bidding and Award**

Assist the County with the following activities:

- Prepare 'Issued for Bid' (IFB) contract documents.
- Provide PDF copies of the contract documents to prospective bidders.
- Prepare for and participate in Pre-Bid Conference.
- Respond to bidder questions and issue addenda as appropriate.
- Attend Bid Opening.
- Prepare certified bid tabulation and award recommendation.
- Prepare conformed contract documents.
- Prepare and provide 'Issued For Construction' (IFC) contract documents to selected contractor.

#### **F. Construction Services**

Assist the County during the construction phase by performing the following services. The scope is based on a 12-month continuous construction duration beginning immediately following bidding and award.

- Meetings. Attend and participate in the Construction Kick-off Meeting and, after construction begins on the site, Monthly Progress Meetings with Contractor and County over the construction duration.
- Construction Observation. Perform construction observation during active construction to observe the work being performed by the contractor(s) to check for general compliance with the contract documents, review and make recommendation regarding monthly pay applications, and witness required testing. Construction observation will be spread among other construction packages (sites) to provide part-time coverage for each project. One full-time Resident Project Representative (RPR) will be assigned to cover all packages. Typically, each site will be visited once per day, the time spent at each site will depend on the work being performed on that day. During major activities at multiple sites, a second RPR can be added to provide additional coverage, this additional service is included in Task 6.
- Clarifications and Interpretations. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to address contractor questions.
- Shop Drawings. Review and approve or take other appropriate action in respect to Shop Drawings and other data which contractor is required to submit, but only for conformance with the Contract Documents and compatibility with the design concept of the completed Project.
- Substitutes and "or-equal." Review the acceptability of substitute or "or-equal" materials and equipment proposed by contractor based solely on data provided by the contractor.



- As-Recorded Drawings. Prepare As-Recorded Drawings by incorporating changes noted by the contractor during construction. Vendor will solely rely on the data provided by the contractor and will not perform surveys or other work to collect additional data or to verify or correct data provided by the contractor.

#### **TASK ASSUMPTIONS AND EXCLUSIONS**

- Surveying and SUE is limited along the waterline alignments to the scope defined and does not include complete property boundary surveys, or Level A SUE.
- Geotechnical investigation does not include rock cores, or investigation for corrosive soils, contaminated soils, stray currents, or related studies.
- Only the permits specifically listed are included in the scope. Any fees or services for required mitigation or other costs beyond the initial permit application are not included. Approval of permit applications by the agencies is not guaranteed.
- Scope assumes the project will only bid one time and qualified contractors will submit competitive bids, such that County will award the project and not re-bid.
- Construction Services do not include supervising or directing contractor, or having responsibility for means and methods, procedures or techniques, schedule, safety, or quality.
- Property and easement acquisition services, including property boundary surveys and mapping, if required, can be provided under the allowance in Task 8.
- Materials Testing, if required, can be provided under the allowance in Task 6.

#### **TASK DELIVERABLES**

- Meeting Notes.
- Geotechnical Report.
- 60% and 90% Drawings and Specifications.
- Opinion of Probable Construction Cost.
- Permit Applications.
- Issued For Bid contract documents.
- Bid Tabulation and Award Recommendation.
- Issued For Construction contract documents.
- As-Recorded Drawings.

### **Task 4 – Distribution Waterline – Section 2**

In total, the distribution waterlines extend approximately 71,000 LF along the alignments shown in Attachment A. To expedite schedule, the distribution waterlines are broken into three design and construction packages. Distribution Waterline – Section 2 includes approximately 26,000 LF. The following subtasks will be performed:

#### **A. Surveying and SUE**

See Subtask 3A for list of services included.

#### **B. Geotechnical Investigation**

See Subtask 3B for list of services included, 15 soil borings are included.



**C. Design**

See Subtask 3C for list of services included.

**D. Permitting**

See Subtask 3D for list of permits included.

**E. Bidding and Award**

See Subtask 3E for list of services included.

**F. Construction Services**

See Subtask 3F for list of services included. The scope is based on a 15-month continuous construction duration beginning immediately following bidding and award.

**TASK ASSUMPTIONS AND EXCLUSIONS**

See Task 3 for list of assumptions and exclusions.

**TASK DELIVERABLES**

See Task 3 for list of task deliverables.

**Task 5 – Distribution Waterline – Section 3**

In total, the distribution waterlines extend approximately 71,000 LF along the alignments shown in Attachment A. To expedite schedule, the distribution waterlines are broken into three design and construction packages. Distribution Waterline – Section 3 includes approximately 31,000 LF. The following subtasks will be performed:

**A. Surveying and SUE**

See Subtask 3A for list of services included.

**B. Geotechnical Investigation**

See Subtask 3B for list of services included, 20 soil borings are included.

**C. Design**

See Subtask 3C for list of services included.

**D. Permitting**

See Subtask 3D for list of permits included.

**E. Bidding and Award**

See Subtask 3E for list of services included.

**F. Construction Services**

See Subtask 3F for list of services included. The scope is based on a 16-month continuous construction duration beginning immediately following bidding and award.

**TASK ASSUMPTIONS AND EXCLUSIONS**

See Task 3 for list of assumptions and exclusions.

**TASK DELIVERABLES**

See Task 3 for list of task deliverables.

## **Task 6 – Field Services Allowance**

An allowance is included for field services. The scope of these services will be defined as the project progresses. The scope may include:

- Perform additional construction observation beyond that provided in Subtasks 3F through 5F. One full-time Resident Project Representative (RPR) will be assigned to cover all packages over a consecutive 24-month period. The RPR will visit each site daily to provide part-time coverage at each site. These services are described in subtask 3F and are already included for each of the 3 construction packages in Tasks 3F through 5F. Task 6 will be used to provide additional RPR services, if needed. During simultaneous major activities at multiple sites, a second RPR will be engaged to provide additional coverage during this 2-year period. This Task will also be used for RPR services, if any, that extend beyond the 2-year period.
- Perform materials testing, such as concrete strength and soil compaction testing, that may be required during construction of the waterlines.
- Perform surveying, SUE, and/or geotechnical investigation beyond the scope defined in Tasks 3 through 5.
- Other related services as identified throughout the project.

## **Task 7 – Strategic Communications Allowance**

An allowance is included for strategic communication services. The scope of these services will be defined as the project progresses. The scope may include:

- Updates to the public engagement plan developed during the ER phase, including the following:
  - Time frame, need, and purpose of project.
  - Options for the project.
  - Explanation of costs that residents will pay associated with the project, including:
    - Cost of connection to the water main.
    - Anticipated monthly water bill.
    - Cost of availability fee.
- Prepare for and participate in up to two public meetings (in addition to those conducted during the ER phase).
- Prepare and mail communication materials.
- Develop and post social media.
- Monitor and respond to public comments.
- Other services as identified throughout the project.

## **Task 8 – Easement Acquisition Support Allowance**

An allowance is included for easement acquisition support services. The County has retained another firm to provide property and easement acquisition services. The scope of these services will be defined as the project progresses. The scope may include:



- Surveying to define property boundaries, developing easement maps or exhibits, preparing legal or other property descriptions, staking of proposed easement boundaries, and related services.
- Research, beyond review of online data, to determine road right-of-way limits and/or ownership.
- Meetings and discussions with property owners related to easement acquisition.
- Other services as identified throughout the project.

## **Task 9 – Consulting Services Allowance**

An allowance is included for consulting services. The scope of these services will be defined as the project progresses. The scope may include:

- General consulting services regarding this specific project, expansion of the water system, or related projects or tasks.
- Prepare or update Water System Management Plan and/or other documents required by funding and/or permitting agencies.
- Review projects and align with funding sources.
- Prepare for and conduct discussions and meetings with funding agencies, regulatory agencies, and legal counsel.
- Consult with County on funding options, prepare/review funding applications, evaluate funding requirements, and services related to compliance with funding requirements.
- Review and prepare documentation related to construction pay applications regarding amount to be paid, materials installed and stored, wages, sales tax, etc. that may be required by funding agencies for approval and/or reimbursement.
- Assist with coordination, discussions, reviews related to Interlocal Agreements, Local Government Commission, and UNC School of Government.



## 4 Project Compensation and Schedule Summary

Compensation to Vendor is presented below and is based on the scope of services described and the project schedule. The schedule is included in Attachment B. The schedule will be updated once the notice-to-proceed date is established.

**Table 4-1 Project Fee – Lump Sum Tasks**

<b>Task</b>	<b>Fee</b>
Task 1 – General Services	\$353,300
Task 2 – Engineering Report	\$478,600
Task 3 – Distribution Waterline – Section 1	\$1,035,500
Task 4 – Distribution Waterline – Section 2	\$1,554,200
Task 5 – Distribution Waterline – Section 3	\$1,772,400
<b>Lump Sum Total</b>	<b>\$5,194,000</b>

**Table 4-2 Project Fee – Hourly Not-to-Exceed Tasks**

<b>Task</b>	<b>Fee</b>
Task 6 – Field Services Allowance	\$200,000
Task 7 – Strategic Communications Allowance	\$150,000
Task 8 – Easement Acquisition Support Allowance	\$200,000
Task 9 – Consulting Services Allowance	\$325,000
<b>Hourly Not-to-Exceed Total</b>	<b>\$875,000</b>

For the herein described scope of services for a total fee of \$6,069,000.00. All additional services will be approved in advance by the County. Attachment C provides billing rates to be used for Hourly Not-to-Exceed tasks. Invoices will be submitted to the County on a monthly basis.



# Attachment B

## Project Schedule

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
Task 1 - General Services	Jun 2024	Sep 2027
Task 2 - Engineering Report	Jun 2024	Sep 2024
Task 3 - Distribution Waterline - Section 1	Jul 2024	Aug 2026
3A - Surveying and SUE	Jul 2024	Sep 2024
3B - Geotechnical Investigation	Aug 2024	Oct 2024
3C - Design	Oct 2024	Jan 2025
3D - Permitting	Feb 2025	Apr 2025
3E - Bidding and Award	May 2025	Jul 2025
3F - Construction Services	Aug 2025	Aug 2026
Task 4 - Distribution Waterline - Section 2	Oct 2024	Apr 2027
4A - Surveying and SUE	Oct 2024	Jan 2025
4B - Geotechnical Investigation	Nov 2024	Jan 2025
4C - Design	Feb 2025	Jun 2025
4D - Permitting	Jul 2025	Sep 2025
4E - Bidding and Award	Oct 2025	Dec 2025
4F - Construction Services	Jan 2026	Apr 2027
Task 5 - Distribution Waterline - Section 3	Feb 2025	Sep 2027
5A - Surveying and SUE	Feb 2025	May 2025
5B - Geotechnical Investigation	Mar 2025	May 2025
5C - Design	Jun 2025	Oct 2025
5D - Permitting	Nov 2025	Jan 2026
5E - Bidding and Award	Feb 2026	Apr 2026
5F - Construction Services	May 2026	Sep 2027
Task 6 - Field Services Allowance	Jun 2024	Sep 2027
Task 7 - Strategic Communications Allowance	Jun 2024	Sep 2027
Task 8 - Easement Acquisition Support Allowance	Jun 2024	Sep 2027
Task 9 - Consulting Services Allowance	Jun 2024	Sep 2027





# Attachment C

## 2023/2024 Standard Unit Prices

RESOURCE CLASSIFICATION	HOURLY BILLING RATES
Project Principal	\$250-295
Senior Project Manager	\$250-275
Project Manager	\$190-245
Architect/Engineer IV	\$250-290
Architect/Engineer III	\$205-245
Architect/Engineer II	\$165-200
Architect/Engineer I	\$120-160
Staff Professional IV	\$250-290
Staff Professional III	\$200-245
Staff Professional II	\$150-195
Staff Professional I	\$105-145
CADD/GIS Technician III	\$135-160
CADD/GIS Technician II	\$105-130
CADD/GIS Technician I	\$80-100
Environmental Scientist V	\$200-250
Environmental Scientist IV	\$165-195
Environmental Scientist III	\$130-160
Environmental Scientist II	\$105-125
Environmental Scientist I	\$80-100
Construction Inspector III	\$155-175
Construction Inspector II	\$125-150
Construction Inspector I	\$80-120
Public Involvement IV	\$215-250
Public Involvement III	\$185-210
Public Involvement II	\$145-180
Public Involvement I	\$110-140
Senior Accountant	\$125-135
Accountant	\$100-120
Graphic Designer/Technical Editor	\$115-125
Administrative Assistant	\$90-115

### Labor rates

The labor rates listed to the left provide a range for each category of service. HDR will assign the best suited staff, depending on the assignment. These billing rates shall be adjusted annually to reflect any salary adjustments incurred by employees.

### Expenses

All project expenses (i.e., reproduction, travel, lodging, meals, etc.) and all subcontractor costs will be marked up by 10%.

## Attachment D Insurance Coverage

Certificate of Liability Insurance – Producer: Willis Towers Watson Midwest, Inc.  
Certificate of Liability Insurance – Producer: Lockton Companies



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C No. Ext):</b> 1-877-945-7378	<b>FAX (A/C No.):</b> 1-888-467-2378
<b>E-MAIL ADDRESS:</b> certificates@willis.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Ohio Casualty Insurance Company		24074
INSURER C: Liberty Insurance Corporation		42404
INSURER D:		
INSURER E:		
INSURER F:		

**INSURED**  
HDR Engineering, Inc. of the Carolinas  
1917 South 67th Street  
Omaha, NE 68106

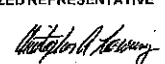
**COVERAGES**      **CERTIFICATE NUMBER: W29104594**      **REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y	Y	TB2-641-444950-033	06/01/2023	06/01/2024	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> <b>Contractual Liability</b>						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOG						GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b>	Y	Y	AS2-641-444950-043	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR	Y	Y	ECO(24)57919363	06/01/2023	06/01/2024	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS <sup>0</sup>							\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	WA7-64D-444950-013	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

<b>CERTIFICATE HOLDER</b>  Cumberland County 130 Gillespie Street, Room 214 Fayetteville, NC 28301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

AGENCY CUSTOMER ID: \_\_\_\_\_  
LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. of the Carolinas 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: HYDROGEOLOGICAL SERVICES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Location(s):

**All locations owned by or rented to the Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

Policy Number: TB2-641-444950-033

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Construction Project(s):

**All construction projects not located at premises owned, leased or rented by a Named Insured**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

Name Of Additional Insured Person(s)  
Or Organization(s):

Location And Description Of Completed Operations

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

As required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

Policy Number TB2-641-444950-033  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

**SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> As required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-043  
Issued by: Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

**Regarding Designated Contract or Project:**

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-013  
\$

Effective Date 06/01/2023

Premium

Issued to: HDR Engineering, Inc. of the Carolinas



Policy Number TB2-641-444950-033  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-043  
Issued by Liberty Mutual Fire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
GARAGE COVERAGE PART  
TRUCKERS COVERAGE PART  
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART  
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-013 Effective Date 06/01/2023

Premium \$

Issued to HDR Engineering, Inc. of the Carolinas

Endorsement

No.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/1/2024      5/25/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext):      FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="width: 80%; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="width: 20%; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;">INSURER A : Lloyds of London</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A : Lloyds of London		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>														
INSURER A : Lloyds of London															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> 1429583 HDR ENGINEERING, INC. OF THE CAROLINAS 1917 SOUTH 67TH STREET OMAHA NE 68106															

**COVERAGES      CERTIFICATE NUMBER: 19604590      REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	<b>ARCH &amp; ENG PROFESSIONAL LIABILITY</b>	N	N	P001412300	6/1/2023	6/1/2024	PER CLAIM: \$1,000,000 AGGREGATE: \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

<b>CERTIFICATE HOLDER</b>  19604590 CUMBERLAND COUNTY 130 GILLESPIE STREET, ROOM 214 FAYETTEVILLE NC 26301	<b>CANCELLATION</b> See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

This endorsement, effective: 06/01/2023 - 06/01/2024

Forms a part of policy no.: P001412300

Issued to: HDR Engineering, Inc.

By: Lloyd's of London

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#### NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same

## Attachment E

# COUNTY RFQ for Professional Design Services for Cumberland County Public Water System



## REQUEST FOR QUALIFICATIONS (RFQ)

### Professional Design Services for Cumberland County Public Water Systems

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for the development and construction of public water systems within Cumberland County. The scope of services to be provided will encompass all aspects of developing and constructing the infrastructure to obtain surface water and/or groundwater source water, treatment, and delivery through new public water systems. These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, hydraulic modeling, water treatability studies, negotiation of water purchase agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to develop a water system in southern Cumberland County to address groundwater contamination. The anticipated water source for this project is groundwater with treatment. The services to be provided for this initial project will include the development of the groundwater supply wells and the design of the system for treatment, storage, and water main construction standards. There is no assurance of additional services being required beyond this initial project.

#### Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Environmental Assessments
- Water treatment
- Water storage
- Water quality
- Water demand
- Water transmission
- Hydraulic modeling
- Permitting, design, bidding and construction administration and construction inspection of water supply projects

## MINIMUM QUALIFICATIONS

1. The respondent shall have a minimum of 5 years of experience in water system design.
2. Qualifications of Professional Staff – Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
3. Subcontractors – Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

## SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5" x 11" paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

1. Firm name, address, telephone numbers, year established and brief history of the firm.
2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
3. The firm's related experience in managing federally funded local projects.
4. Types of services customarily provided by the firm.
5. Name and resume of Project Manager to be assigned to this project.
6. Number of staff available for this assignment and their qualifications.
7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an **8% objective** for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.



9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
11. List of current projects underway and the estimated cost and completion date of each.
12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

**Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:**

**E-VERIFY.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

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

**Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:**

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the [www.SAM.gov](http://www.SAM.gov) that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than **2:00 PM, Friday, Dec 1, 2023**. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

**Cumberland County Public Utilities Department  
Attention: Amy Hall, Public Utilities Specialist  
130 Gillespie Street, Room 214  
Fayetteville, North Carolina 28301**

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

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

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

### **QUESTIONS**

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to [ahall@cumberlandcountync.gov](mailto:ahall@cumberlandcountync.gov), no later than **2:00 PM, Monday, Nov 27, 2023**. Questions received after this date and time will not be considered for response.

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

**Attachments:**

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

**ATTACHMENT A: EXECUTION OF PROPOSAL**

**EXECUTION**

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

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

\_\_\_\_\_ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

\_\_\_\_\_ This proposal was signed by an authorized representative of the Contractor.

\_\_\_\_\_ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

\_\_\_\_\_ All labor costs associated with this project have been determined, including all direct and indirect costs.

\_\_\_\_\_ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

\_\_\_\_\_ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

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

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

## **ATTACHMENT B: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

**This form is required only for purchases of more than \$100,000**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT  
of Cumberland

State of North Carolina County

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of \_\_\_\_\_, the proposer that has submitted the attached proposal.
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Subscribed and Sworn to Before Me,

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES**

**!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.**

This *Attachment D* is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the "Contractor" or "Company" or "Vendor" or "Provider" shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### **1. Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

### **2. Contractor Compliance**

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

### **3. Conflict of Interest**

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

### **4. Mandatory Disclosures**

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

#### **5. Clean Air Act and The Federal Water Pollution Control Act**

##### **Clean Air Act:**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

##### **Federal Water Pollution Control Act:**

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **6. Access to Records and Reports**

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.



(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**7. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**8. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**9. Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

**10. Termination**

(1) *Termination Without Cause.* The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

**(3) Additional Grounds for Default Termination by the County.** By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

**(4) Cancellation of Orders and Subcontracts.** In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

**(5) No Effect on Taxes, Fees, Charges, or Reports.** Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

**(6) Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

**(7) No Suspension.** In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**(8) Authority to Terminate.** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

**(9) Audit.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

## **11. Remedies**

**(1) Liquidated Damages:** The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

**(2) Right to Cover:** If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

**(3) Right to Withhold Payment.** If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

**(4) Specific Performance and Injunctive Relief.** The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) **Setoff.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) **Other Remedies.** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

### **12. Debarment and Suspension**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **13. Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **14. Davis-Bacon Requirements**

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

#### **15. Copeland "Anti-Kickback" Act**

(1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

**(2) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**(3) Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **17. Rights to Inventions Made Under a Contract or Agreement**

### ***Patent and Rights in Data***

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

**Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been



obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **18. Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **19. Safeguarding Personal Identifiable Information:**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

#### **20. Buy USA - Domestic Preference for certain procurements using federal funds.**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**21. Byrd Anti-Lobbying Amendment**

**Contractors who apply or bid for an award of \$100,000 or more shall file the required certification.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**22. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**ATTACHMENT E: EVALUATION SHEET**

**Evaluation Sheet - Engineering Services - Cumberland County Public Water Systems  
Total Max Points (Per Vendor) 100**

Evaluators Name: \_\_\_\_\_

Vendor	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
	20 Points Max	25 Points Max	15 Points Max	25 Points Max	15 Points Max		
						0	
						0	
						0	

**Additional Notes**  
\*If additional space is needed for notes, see attached

Vendors

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## Attachment F

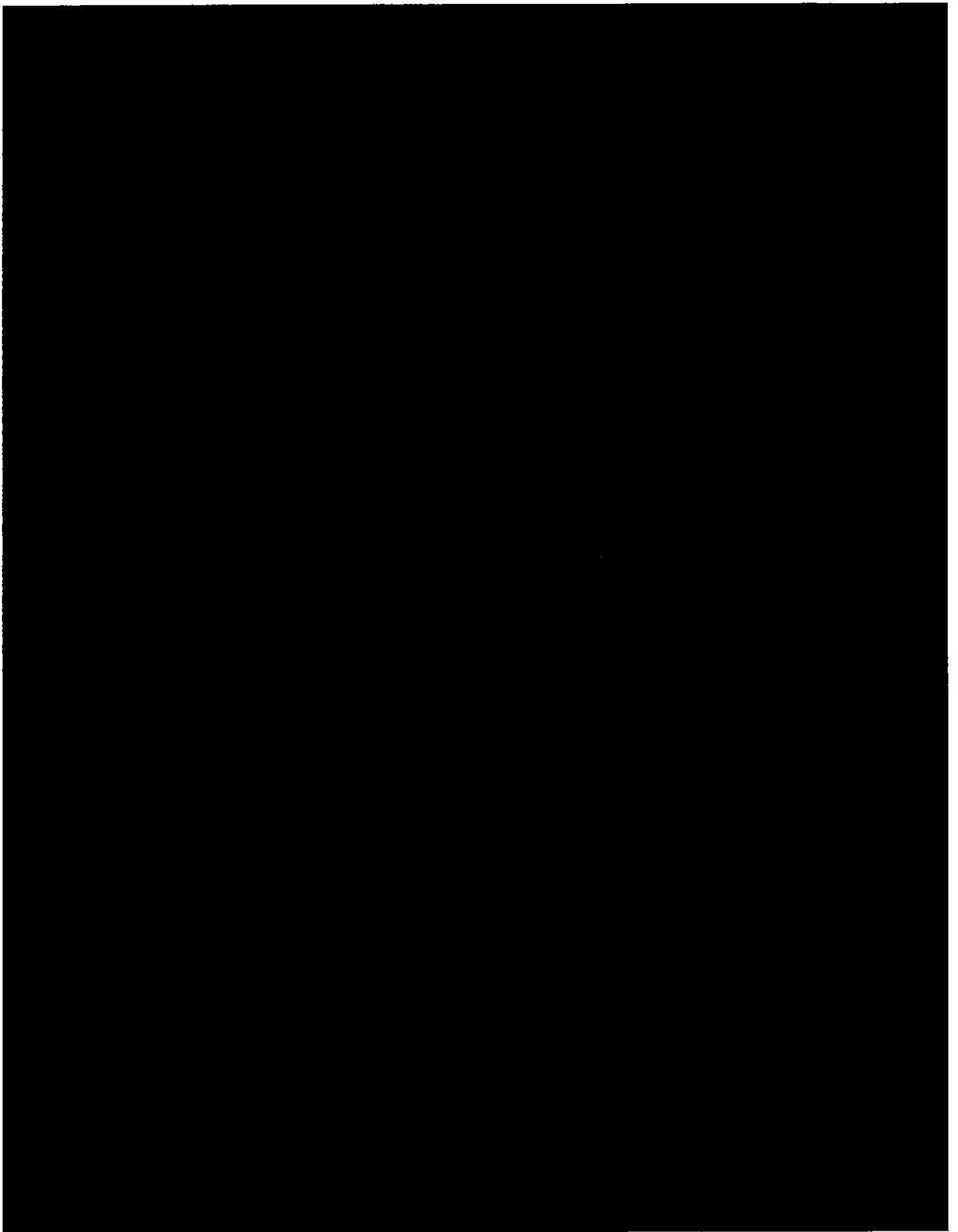
# HDR STATEMENT OF QUALIFICATIONS FOR Professional Design Services for Cumberland County Public Water System December 1, 2023



STATEMENT OF QUALIFICATIONS FOR

**Professional Design Services for  
Cumberland County Public Water  
Systems**

December 1, 2023





December 1, 2023

Ms. Amy Hall  
Public Utilities Specialist  
Cumberland County Public Utilities Department  
130 Gillespie Street, Room 214  
Fayetteville, North Carolina 28301

RE: Statement of Qualifications - Professional Design Services for Cumberland County Public Water Systems

Dear Ms. Hall and Members of the Selection Committee:

HDR Engineering, Inc. of the Carolinas (HDR) is excited to express our interest in performing the services associated with the County's Public Water Systems and hereby submits our Statement of Qualifications for consideration. Selecting HDR provides the County with the following benefits:

- **FAMILIAR AND TRUSTED LEADERSHIP.** Our team is led by Joe Langston, PE and is comprised of many individuals including Jeff Murray, Chris Brown and Mary Brice, a team you know and trust and, more importantly, will deliver a project that meets your needs.
- **COMMITMENT TO THE COUNTY.** Cumberland County is an important client for HDR, and we are excited to continue our working relationship on this project by evaluating your water system needs. You will receive the superior technical solutions and service you expect from HDR on this project.
- **PROVEN APPROACH.** HDR has demonstrated success on numerous public water system design projects. Our Team has performed similar services for Johnston County, Town of Clayton, Caldwell County, City of Greensboro, City of Raleigh, and others. Our comprehensive experience means efficient execution of effective solutions for you.

*By submitting this SOQ, HDR certifies the following:*

- *The potential Contractor has read and understands the conditions set forth in this RFQ to include County general conditions/service terms, any addenda, all attached exhibits, and agrees to negotiate in good faith for fair and reasonable contracts terms as we have done over the past several years.*
- *The potential Contractor acknowledges the E-Verify and Iran Divestment Act Certification requirements set forth in the RFQ.*
- *The potential Contractor acknowledges the Federal contracting requirements described in the RFQ.*

HDR meets the minimum qualification listed on page 2 of the RFQ. Please let us know if you have any questions.

Respectfully Submitted,  
HDR Engineering, Inc. of the Carolinas

Joe Langston, PE  
Project Manger

Jonathan Henderson, PE  
Senior Vice President

hdrinc.com

555 Fayetteville Street, Suite 900, Raleigh, NC 27601  
T 919.232.6600 F 919.232.6642



# 1 General Information

## Firm Name, Address, Telephone Number

HDR Engineering, Inc. of the Carolinas (HDR)  
555 Fayetteville Street, Suite 900  
Raleigh, NC 27601  
P: 919.232.6600

## Year Established

1917

## Brief History of the Firm

In 1917, Henning H. Henningson was struck by how many people near and far needed better water works, sewer systems and electric plants, so he founded the Henningson Engineering Company in Omaha, Nebraska. Chuck Durham, a civil engineer, led our early era of growth, as we expanded from 15 employees to more than a thousand. In the 1990s, our employee-ownership energized the company. By winning more global projects, we opened doors to share our talents with people around the world.

HDR has grown into a global employee-owned company providing engineering, architectural, environmental, and construction administration services – all under one roof. Operating locally as HDR Engineering, Inc. of the Carolinas, HDR recognized the growing need to expand our disciplines to better serve our local clients and surrounding municipalities. Over the years, our North Carolina resources have grown to over 575 and nationally to over 12,000. HDR provides a wide spectrum of engineering, planning, environmental, utility management, and architectural services. HDR is well positioned to deliver national expertise with a local approach and understanding.



**575+**  
Employees in HDR  
Raleigh, Winston-  
Salem, Wilmington,  
and Charlotte offices



Employees  
worldwide in  
office locations



1961  
First North Carolina HDR  
office was established



TOP 20 IN WATER  
TOP DESIGN FIRM



Local and Familiar  
Project Leadership



Collaborative History with  
Cumberland County



Team-Based  
Approach to Integrate  
the County's Input



Technical Expertise to  
Address Regulatory  
and Technical Requirements

# 2 Firm Licensure and Certificates of Insurance

HDR is properly licensed. Below are certificates from the North Carolina Secretary of State and the Board of Examiners for Engineers and Surveyors.

## Firm Licensure



### NORTH CAROLINA Department of the Secretary of State

#### CERTIFICATE OF EXISTENCE

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

#### HDR ENGINEERING, INC. OF THE CAROLINAS

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 20th day of July, 1948, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



NORTH CAROLINA BOARD OF EXAMINERS  
FOR ENGINEERS AND SURVEYORS  
4601 Six Forks Rd. Suite 310  
Raleigh, North Carolina 27609

HDR Engineering, Inc. of the Carolinas  
Attn: Legal  
1917 S 67th Street  
Omaha, NE 68106

#### This is to Certify that:

HDR Engineering, Inc. of the Carolinas is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *engineering* under the provisions of Chapter 89C and 559 of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2024

License No.: F-0116



THE NORTH CAROLINA BOARD OF  
EXAMINERS FOR ENGINEERS  
AND SURVEYORS

*Adel Pitt*  
Executive Director



Scan to verify online.

Reference# 20547117- Page: 1 of 1  
see at <https://www.sosnc.gov/verification>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 20th day of November, 2023.

*Elaine F. Marshall*

Secretary of State

POST IN PLACE OF BUSINESS

Issued 06/15/2023

Telephone  
(919) 791-2000

FAX  
(919) 791-2012

EMAIL Address  
ncbels@ncbels.org

WEB Site  
www.ncbels.org

HDR has the proper insurance. Full certificates of insurance are included at the end of this Statement of Qualifications.

**Certificates of Insurance**

**Professional Liability**

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**PRODUCER:** Lockton Companies  
444 W. 47th Street, Suite 900  
Kansas City MO 64112-1906  
(816) 960-9000  
kcas@lockton.com

**INSURED:** HDR ENGINEERING, INC. OF THE CAROLINAS  
1917 SOUTH 67TH STREET  
OMAHA NE 68106

**INSURER A:** Lloyd's of London

**COVERAGES** CERTIFICATE NUMBER: 20090749 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CLASSIFICATION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
COMMERCIAL GENERAL LIABILITY	NOT APPLICABLE				EACH OCCURRENCE \$ XXXXXXX POLARIS (See endorsement) \$ XXXXXXX MED EXP (See endorsement) \$ XXXXXXX PERSONAL & ADJ INJURY \$ XXXXXXX GENERAL AGGREGATE \$ XXXXXXX PRODUCTS - COMPOUND AGG \$ XXXXXXX
AUTOMOBILE LIABILITY	NOT APPLICABLE				OWNED/SPOKEE LIMIT \$ XXXXXXX BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per occurrence) \$ XXXXXXX
UMBRELLA/EXCESS LIABILITY	NOT APPLICABLE				EACH OCCURRENCE \$ XXXXXXX AGGREGATE \$ XXXXXXX
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	NOT APPLICABLE				EL. EMPLOYMENT \$ XXXXXXX EL. DISEASE - EA EMPLOYEE \$ XXXXXXX EL. DISEASE - POLICY LIMIT \$ XXXXXXX
A ARCH & ENGR PROFESSIONAL LIABILITY	N N	P001412300	6/1/2023	6/1/2024	PER CLAIM \$1,000,000 AGGREGATE \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 116, Additional Remarks Schedule, may be attached to cover pages to protect):**  
RE: PROFESSIONAL ENGINEERING SERVICES FOR CUMBERLAND COUNTY PUBLIC WATER SYSTEMS.

**CERTIFICATE HOLDER:** 20090749 CUMBERLAND COUNTY PUBLIC UTILITIES DEPARTMENT  
ATTN: AMY HALL, PUBLIC UTILITIES SPECIALIST  
130 OLLIESPIE STREET, ROOM 214  
FAYETTEVILLE NC 28301

**CANCELLATION:** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:** Amy Hall

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

**Casualty Liability**

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY) 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**PRODUCER:** Willis Towers Watson Certificate Center  
1111 E. 9th Street, Suite 200  
Des Moines IA 50319  
Tel: 515 272-0191 DSA

**INSURED:** HDR Engineering, Inc. of the Carolinas  
1917 South 67th Street  
Omaha NE 68106

**INSURER A:** Liberty Mutual Fire Insurance Company 21035  
**INSURER B:** Ohio Casualty Insurance Company 24074  
**INSURER C:** Liberty Insurance Corporation 42401

**COVERAGES** CERTIFICATE NUMBER: W01190834 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CLASSIFICATION	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
COMMERCIAL GENERAL LIABILITY	NOT APPLICABLE				EACH OCCURRENCE \$ 3,000,000 POLARIS (See endorsement) \$ 1,000,000 MED EXP (See endorsement) \$ 10,000 PERSONAL & ADJ INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOUND AGG \$ 4,000,000
AUTOMOBILE LIABILITY	NOT APPLICABLE				OWNED/SPOKEE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per occurrence) \$ 1,000,000
UMBRELLA/EXCESS LIABILITY	NOT APPLICABLE				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY	NOT APPLICABLE				EL. EMPLOYMENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 116, Additional Remarks Schedule, may be attached to cover pages to protect):**  
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

**CERTIFICATE HOLDER:** Cumberland County Public Utilities Department  
Attn: Amy Hall, Public Utilities Specialist  
130 Gillispie Street, Room 214  
Fayetteville, NC 28301

**CANCELLATION:** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:** Amy Hall

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

### 3 Funding Experience

HDR has significant experience with a variety of water infrastructure funding programs that can make water infrastructure more affordable. Our experience will assist you in navigating the base federal requirements (e.g., 2 CFR Par 200 aka uniform guidance), but also how each agency implements those regulations. Understanding state funding programs is also critical since state requirements may differ from federal requirements. Our team has extensive experience in water infrastructure funding programs, including those listed below.

- USDA – Rural Development
- American Rescue Plan Act (ARPA)
- Community Development Block Grants
- Building Resilient Infrastructure & Communities
- Drinking Water State Revolving Fund (DWSRF)
- Clean Water State Revolving Fund (CWSRF)
- Water Infrastructure Financing & Innovation Act
- Building Resilient Infrastructure & Communities
- Natural Resource Conservation Service
- Bureau of Reclamation (WaterSmart)
- US Army Corps of Engineers
- Various Highway Programs
- North Carolina’s Water Infrastructure Programs



Funding efforts will be led by Kim Colson, PE. Kim specializes in bridging regulatory requirements, water infrastructure management, and funding for infrastructure with a holistic approach. Kim’s professional experience spans three decades of service with the North Carolina Department of Environmental Quality (NCDEQ). When he retired from NCDEQ, Kim was Director of the Division of Water Infrastructure managing the Clean Water SRF, Drinking Water SRF, State Community Development Block Grant – Infrastructure, and various state water infrastructure programs. At that time, he was also Chair of the State Water Infrastructure Authority and President of the Council of Infrastructure Financing Authorities.

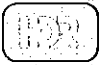
Kim will bring a unique perspective of working directly with many regulatory programs and extensive knowledge of infrastructure funding, including opportunities, requirements, and success factors to both obtain and effectively utilize outside funding.

We will leverage our experience and expertise to guide the County through any funding needs, as well as preparing the environmental information document, final plans and specifications, and support during construction. HDR has extensive experience pursuing funding and meeting funding requirements at throughout all phases of a project.

The graphic below provides a snapshot of the various funding support efforts we are working for our clients across the United States. Our funding support is also in full swing here in North Carolina.


### HDR's Advantages...

- Led by former Director of the NC Division of Water Infrastructure, Kim Colson, PE, understands the inner-workings of a wide range of funding mechanisms.
- Extensive understanding of the Federal and State funding opportunities
- We provide support for securing future funds or managing allocated funds.
- Familiar with requirements associated with project support from Preliminary Engineering through construction



Global Project Portfolio Dashboard

Questions or Comments?




Funding Source	Client	State	Fund	Award Status	Project Size	Request Amount	Award Amount	Fiscal Year of Funding
All	Port of Bay City	Texas	MARAD PID	Award / Loan granted	10,420,675	9,922,475.00	9,922,475.00	2023
Scope of Work	Situs Project Authority	California	WIFIA	Letter of Interest	4,500	2,200.00		2021
All	Missouri DOT	Missouri	USDOT Mega		2,800	500.00		2023
Fiscal Year of Funding	City of Wichita	Kansas	WIFIA	Loan Granted	565	281.00	281.00	2018
2022	Johnson County Wastewater	Missouri	WIFIA	Award / Loan granted	574	281.00	281.00	2020
2023	Cedar Rapids	Iowa	WIFIA	Did not pursue	424	218.00		2020
2024	City of Wichita	Kansas	WIFIA	Award / Loan granted	369	181.00	181.00	2021
Award Status	Arizona DOT	Arizona	USDOT Mega		1,100	150.00		2023
All	UDOT	Utah	USDOT Mega	Application submitted	208	125.00		2023
HDR Work Status	NY MTA	New York	FRA FSP - NEC	Letter of interest	7,100	119.60		2023
All	Dallas Area Transit Authority	Texas	FTA Low/No Emissions Vehicles	Award / Loan granted	130	103.00	103.00	2023

**Project Size (\$M)**

0 — 1,000,420,675

**Add or update your project here.**



**Applications per State**

AK	████████████████████
CA	████████████████████
MO	████████████████████
FL	████████████████████
TX	████████████████████
AZ	████████████████████
KY	████████████████████
NE	████████████████████
IA	████████████████████
OR	████████████████████
UT	████████████████████
KS	████████████████████

398

Total

## **HDR's North Carolina Funding Experience**

### **CITY OF SHELBY - AIA GRANTS**

*FUNDING SOURCE: ARPA*

HDR assisted the City with the preparation of three ARPA study grant applications to support capital planning, evaluate the City's water treatment plant (WTP), and WWTP. All three AIA grants were approved and HDR is working with the city to assess the condition of existing infrastructure, and capacity of the wastewater and water treatment facilities. HDR is helping the City with the management of ARPA funds while performing the work associated with the grants.

### **CITY OF HICKORY - HENRY FORK WWTF SOLIDS HANDLING IMPROVEMENTS**

*FUNDING SOURCE: CWSRF*

City of Hickory was awarded a \$30M in Clean Water State Revolving Fund (CWSRF) Loan at 0.10% interest for the Henry Fork WWTF Solids Handling Facility Upgrade. The City, with HDR's consultation, chose to accept the offer and begin the process of meeting the CWSRF requirements. HDR is supporting the City with design and construction phase services and management of CWSRF funds.

### **CITY OF WILKESBORO - WWTP EXPANSION**

*FUNDING SOURCE: CWSRF*

HDR assisted the City secure \$60M in CWSRF funds. \$18M was provided in the form of a grant, while the other \$42M was issues as a loan at 0% interest and \$1M in principal forgiveness.

### **WESTERN INTAKE PARTNERSHIP - PLANNING GRANTS**

*FUNDING SOURCE: CWSRF, ARPA*

HDR assisted with applying for individual planning grants and initially secured \$400,000 for the WIP. HDR advocated for and ultimately secured \$1.35M of available funding to align with the program initiatives.

### **LOWER CAPE FEAR WATER AND SEWER AUTHORITY - 48" RAW WATER MAIN**

*FUNDING SOURCE: DWSRF, ARPA*

LCFWASA secured \$23.5M in ARPA funds to install a new 48" parallel raw water main. LCFWASA elected to use a design-build delivery approach for the project and hired HDR to serve as their Owner's Advisor. The project includes Pender County, Cape Fear Public Utility Authority (CFPUA), and Brunswick County as active stakeholders. Pender County and CFPUA are contributing funds to the project to supplement ARPA funds received by LCFWASA. Pender County is paying their share without the use of State or Federal assistance. CFPUA is currently planning to pay their share using DWSRF funds. HDR is assisting LCFWASA and CFPUA with the management of ARPA and DWSRF funds.

### **TOWN OF CLAYTON - WATER AND WASTEWATER MASTER PLAN**

*FUNDING SOURCE: ARPA*

HDR assisted with applying with securing \$400,000 in grant funding to support development of a water distribution system master plan and a wastewater collection system master plan.

## 4 Types of Services Customarily Provided by the Firm

HDR provides a wide spectrum of engineering, planning, architectural, utility management and environmental services. HDR recognizes the challenges faced by many counties in the United States—budgets are stretched, the infrastructure is aging, demands are increasing, and funding sources are uncertain. HDR helps clients find solutions to address these challenges and make the most of the available dollars.

HDR is one of the largest firms in North Carolina executing projects for public sector clients like Cumberland County. Given our significant presence in North Carolina, Charlotte is also home to one of HDR's six regional design centers, including water, wastewater, water resources, transportation, hydropower, architectural, structural, mechanical, electrical, and civil services. This depth and breadth of resources equip us to deliver complex multi-disciplinary efforts for our local clients with efficiency and enhanced communication.

### **HDR is a recognized leader. We offer:**

- Specific engineering experience that will serve the County's immediate and future needs
- Availability of qualified staff to deliver services
- Extensive funding experience
- Proactive approach to providing excellent customer service through effective communication, coordination, and management of projects, especially schedules and budgets

HDR can provide all services requested by the County: environmental assessments, water treatment including water treatability studies, water storage, water quality, water demand, water transmission, hydraulic modeling, public outreach, negotiation of water purchase agreements, design, permitting, bidding, negotiating construction contracts, construction contract administration, construction observation, and project administration.

## 5 Name and Resume of Project Manager

HDR is proposing Joe Langston, PE as your Project Manager for Professional Design Services for Cumberland County Public Water Systems. He has experience with Cumberland County, familiarity with your project needs, and established leadership skills as a Project Manager.

Joe will oversee the project team and ensure the scope, schedule, and budget for this project are met. He will play an active role in communicating needs between the County and the project team, as well as working collaboratively across all disciplines to ensure high-quality deliverables.



### YEARS OF EXPERIENCE

31 years

### EDUCATION

BS, Civil Engineering,  
University of Alabama

### REGISTRATIONS

Professional Engineer:  
NC, SC, GA, AL, TN, TX,  
VA

### JOE LANGSTON, PE | PROJECT MANAGER

Joe is a skilled project manager and civil/municipal engineer who has been designing water and wastewater conveyance systems his entire career. Joe has led the design of numerous water distribution projects, wastewater collection, and reclaimed water projects for several public and private entities throughout North Carolina. He is skilled in hydraulic analysis, planning, and design of water and wastewater systems and takes pride in mentoring junior staff, collaborating across disciplines, and helping his clients with the successful completion of a variety of infrastructure projects.

#### RELEVANT EXPERIENCE:

**Cumberland County**, Conceptual Water Systems for Four Districts, *Project Engineer and Technical Conveyance Lead*

**Cumberland County**, Grays Creek Hydraulic Modeling, *Project Engineer and Technical Conveyance Lead*

**City of Durham**, Western Intake Partnership Program Management, *Technical Advisor Routing Finished Water Conveyance*

**Johnston County**, NC 96 Four Oaks Water Main, *Project Manager*

**Town of Cary**, Raw Water Main, *Project Engineer*

**CFPUA**, Pump Station 14 Force Main, *Technical Lead*

**City of Greensboro**, Greensboro-Randolph Megasite Water and Sewer Improvements, *Project Engineer*

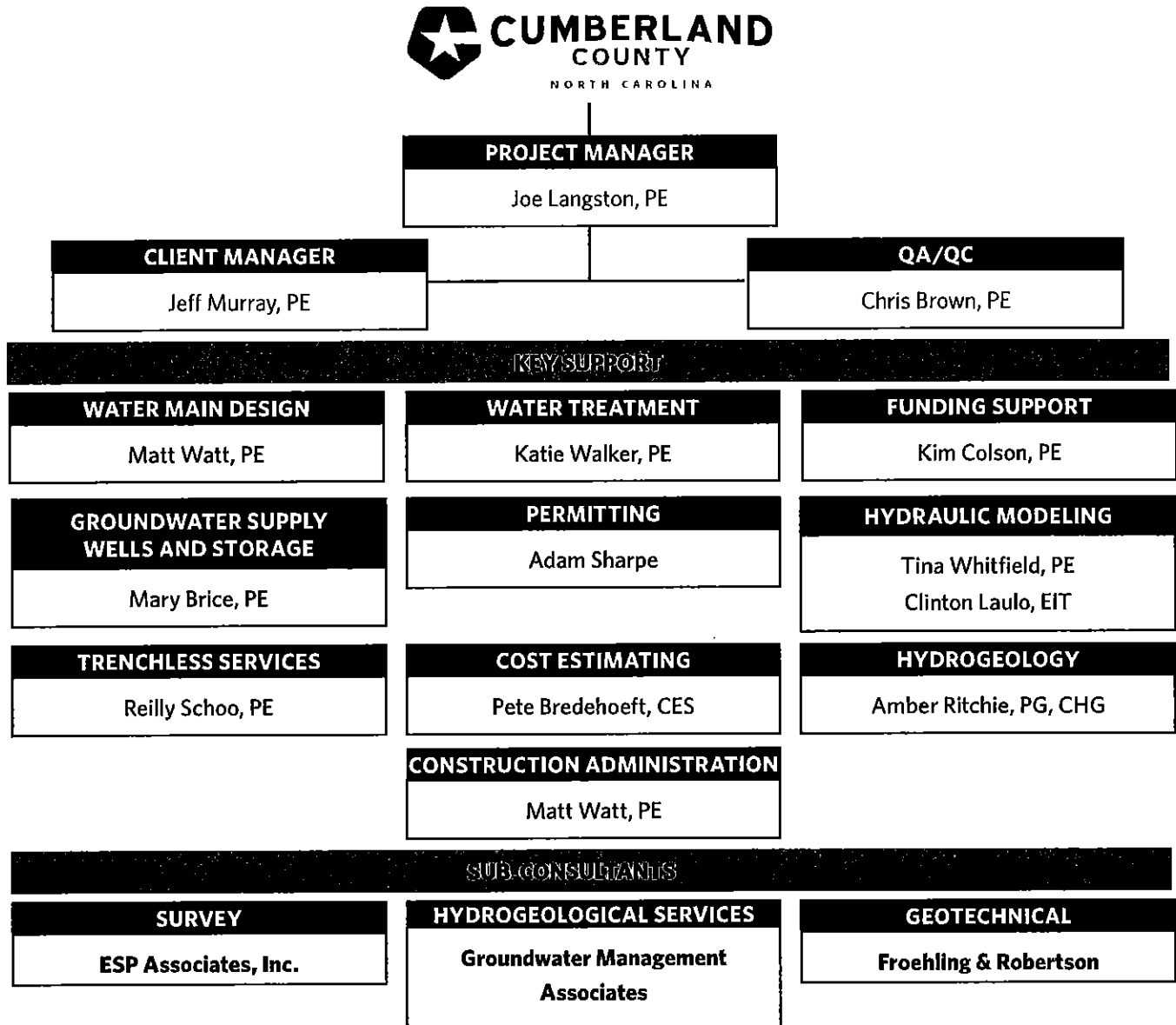
**City of Raleigh**, 24" Water Main Relocation Design, *Project Manager*

**City of Raleigh**, Durant Road 36" Water Transmission Main, *Project Manager*

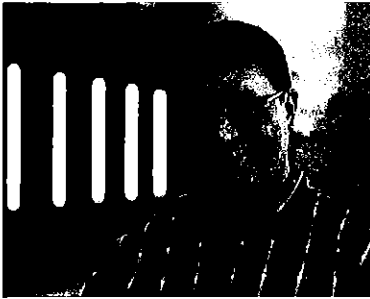


## 6 Available Staff and Qualifications

HDR has assembled a skilled team, as shown in the organizational chart below. Our depth of experience allows us to execute projects efficiently, with trustworthy results. HDR plans to use a Historically Underutilized Business, and we have included subconsultants on our team. Brief resumes to highlight the qualifications of our proposed team members follow.



**HDR Depth of Resources:** HDR has more than 575 team members in North Carolina. The depth in resources is a benefit to Cumberland County.



## JEFF MURRAY, PE | CLIENT MANAGER

Jeff has more than 25 years of experience and serves as HDR's national landfill services practice lead. Jeff has served as a client and project manager on multiple projects with Cumberland County Solid Waste and Public Utilities and is a trusted advisor to you.

### EDUCATION

BS, Mechanical Engineering  
MS, Civil Engineering

### REGISTRATION

PE: NC

### RELEVANT EXPERIENCE

**Cumberland County**, 2022 and 2023 Funding Applications, *Funding Support*  
**Cumberland County**, Solid Waste Financial Review and Long-Term Operations Analysis, *Project Manager*  
**Cumberland County**, Conceptual Water Systems, *Project Manager*



## CHRIS BROWN, PE | QA/QC

Chris has extensive experience providing QA/QC on a variety of projects and is a familiar face to Cumberland County. Chris' background is focused on planning, design, and construction administration of water supply / water distribution and sanitary sewer collection systems. Chris will confirm HDR QA/QC processes are utilized for each major component of this project.

### EDUCATION

BS, Civil Engineering

### REGISTRATION

PE: NC

### RELEVANT EXPERIENCE

**Cumberland County**, On-Call Support for Hydraulic Modeling, *QA/QC*  
**Cumberland County**, Gray's Creek, *QA/QC*  
**Cumberland County**, 2023 Funding Support, *QA/QC*  
**CFPUA**, Pump Station 14 Force Main, *QA/QC*



## MATT WATT, PE | WATER MAIN DESIGN/ CONSTRUCTION ADMINISTRATION

Matt is a design engineer with utility design experience. He has experience working on projects including water distribution and sanitary sewer collection. Matt has managed and prepared plans and specifications for municipalities throughout the Carolinas.

### EDUCATION

BS, Civil Engineering

### REGISTRATION

PE: NC

### RELEVANT EXPERIENCE

**City of Greensboro**, Greensboro- Randolph Megasite Water and Sewer Improvements, *Project Engineer*  
**CFPUA**, Pump Station 14 Force Main, *Project Engineer*  
**City of Raleigh**, 24" Water Main Relocation Design, *Project Engineer*  
**City of Raleigh**, Durant Road 36" Water Transmission Main, *Project Engineer*



## **KATIE WALKER, PE | WATER TREATMENT**

Katie has worked extensively on raw water and water-quality issues. Her experience includes reviewing water quality data for trends and constituents of concern such as high organic levels, turbidity, taste, and odor causing compounds, and emerging contaminants. Katie has worked with utilities to treat and blend multiple water sources to provide a stable water chemistry. She has also evaluated water treatment plants to find areas of optimization.

### **EDUCATION**

BS, Civil Engineering

### **REGISTRATION**

PE: NC

### **RELEVANT EXPERIENCE**

**Cumberland County**, Gray's Creek, *Water Treatment Lead*

**City of Greensboro**, Mitchell WTP Emerging Containment and Expansion Upgrades, *Project Manager*

**PTRWA**, WTP Expansion & Emerging Contaminants, *Project Manager*

**City of Durham**, Western Intake Partnership, *Water Treatment Lead*

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## **KIM COLSON, PE | FUNDING SUPPORT**

Kim specializes in bridging regulatory, funding, and water issues with a holistic approach. His professional experience spans three decades of service with the North Carolina Department of Environmental Quality (NCDEQ), including infrastructure funding, wastewater treatment, collection systems, stormwater, drinking water, wetlands, and industrial pretreatment.

### **EDUCATION**

BS, Bio & Agricultural Engineering

### **REGISTRATION**

PE: NC

### **RELEVANT EXPERIENCE**

**Cumberland County**, 2023 Funding Support, *Funding & Financial Support*

**Cumberland County**, Infrastructure Improvement, *Funding & Financial Support*

**CFPUA**, Infrastructure Funding Assistance, *Funding Lead*

**Town of Wilkesboro**, Infrastructure Funding Assistance, *Funding Lead*

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## **MARY BRICE, PE | GROUNDWATER SUPPLY WELLS, AND STORAGE**

Mary has led planning, design and implementation of water supply, water treatment, distribution projects, wastewater collection, wastewater treatment, disposal projects, and reclaimed water projects for several public and private entities throughout North Carolina. She is skilled in hydraulic analysis, planning, and design of water and wastewater systems and takes pride in mentoring junior staff, collaborating across disciplines, and helping her clients comply with environmental policy and plan for the future.

### **EDUCATION**

BS, Civil Engineering  
MS, Environmental Engineering

### **REGISTRATIONS**

PE: NC  
NC Certified Well Driller

### **RELEVANT EXPERIENCE**

**Cumberland County**, Gray's Creek, *Project Manager and Technical Lead*

**Cumberland County**, Conceptual Water Systems for Four Districts, *Project Manager and Technical Lead*

**City of Greensboro**, Greensboro- Randolph Megasite Water and Sewer Improvements, *Project Engineer*



## ADAM SHARPE | PERMITTING

Adam's successful regulatory approval history includes a wide range of projects: new raw water supplies, greenfield treatment facilities, nuclear power plants, IBT certificates, and raw water storage utilization. Many of these approvals required extensive stakeholder collaboration for success.

### EDUCATION

BS, Biology  
MS, Natural Resources

### REGISTRATION

N/A

### RELEVANT EXPERIENCE

**Charlotte Water**, Belmont SRF Application, *Consultant*  
**Town of Clayton**, Water System Analysis and Consulting Services, *Project Manager*  
**CFPUA**, Asset Management Master Plan, *Consultant*



## TINA WHITFIELD, PE | HYDRAULIC MODELING

Tina specializes in utility planning and hydraulic modeling with extensive experience in master planning studies. Tina has managed the development of hydraulic models for water and collection systems from small rural developments to major urban centers. She is familiar with the latest hydraulic modeling software and GIS applications for analysis of both system hydraulics and water quality.

### EDUCATION

BS, Civil Engineering

### REGISTRATION

PE: NC

### RELEVANT EXPERIENCE

**City of Greensboro**, Greensboro-Randolph Megasite Water and Sewer Improvements, *Project Engineer*  
**CFPUA**, Pump Station 14 Force Main, *Project Engineer*  
**CFPUA**, Pump Station 10 Force Main, *Project Engineer*  
**Caldwell County**, Draco and Cedar Rock Improvements, *Deputy Project Manager*



## CLINTON LAULO, EIT | HYDRAULIC MODELING

Clinton is a Water/Wastewater Modeler/Planner who is responsible for leading and contributing to the preparation of planning studies, the development and calibration of water and wastewater hydraulic models, performance of GIS data analysis, alternatives analysis, execution of infrastructure renewal and rehabilitation studies, preliminary engineering, cost analysis, and capital project development.

### EDUCATION

BS, Civil Engineering

### REGISTRATION

EIT

### RELEVANT EXPERIENCE

**Cumberland County**, Gray's Creek, *Hydraulic Modeler*  
**Cumberland County**, Hydraulic Modeling Support Services, *Hydraulic Modeler*  
**City of Greensboro**, Greensboro- Randolph Megasite Water and Sewer Improvements, *Hydraulic Modeler*  
**PTRWA**, WTP Expansion & Emerging Contaminants, *Hydraulic Modeler*  
**City of Durham**, Western Intake Partnership, *Hydraulic Modeler*



## REILLY SCHOO, PE | TRENCHLESS SERVICES

Reilly is a professional engineer with over eight years of experience managing engineering and design teams focused on pipelines, specifically trenchless installations. His oversight has been instrumental for a number of large diameter pipeline trenchless projects from front-end engineering design through construction oversight. Reilly's areas of expertise include evaluation of surface and subsurface conditions, hydraulic fracture and inadvertent returns analyses, constructability review, design, construction oversight, and project management.

### EDUCATION

BS, Mechanical Engineering  
MS, Engineering Mgmt.

### REGISTRATIONS

PE: NC

### RELEVANT EXPERIENCE

**CFPUA**, Pump Station 14 Force Main, *Technical Advisor*

**York County**, Steel Creek Force Main, *Trenchless Design Engineer/Technical Advisor-Trenchless*

**Charlotte Water**, Stowe Regional WRRF Owner's Advisor, *Technical Advisor*

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## PETE BREDEHOFT, CEP | COST ESTIMATING

Pete has completed more than 3,300 cost estimates on all levels, including program management, conceptual bonding type estimates, order of magnitude project estimates, design development estimates, construction document estimates, final design estimates, operations/maintenance estimates and change order-type definitive level estimates. Pete is a specialist in estimating location or area adjustment factors and in escalation development and commodity trends.

### EDUCATION

BS, Construction Mgmt.

### REGISTRATION

Certified Construction  
Estimator

### RELEVANT EXPERIENCE

**City of Durham**, Western Intake Partnership, *Cost Estimating Lead*

**Charlotte Water**, McAlpine Creek WWMF Biosolids Facilities Rehabilitation, *Cost Estimating Lead*

**Charlotte Water**, Stowe Regional WRRF Owner's Advisor, *Cost Estimating Lead*

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## AMBER RITCHIE, PG, CHG | HYDROGEOLOGY

Amber has 10 years of experience providing hydrogeological site conceptualization and modeling support to a variety of public and private clients nationwide. Her responsibilities include leading groundwater supply studies, providing technical hydrogeology expertise to well siting and design, and construction projects, conducting groundwater and surface water interaction studies, and developing site conceptual models based on localized groundwater quality, quantity, and aquifer interactions. She has a variety of experience conducting site-specific studies of groundwater influence on localized aquifer and well systems.

### EDUCATION

BS, Geology  
MS, Hydrogeology

### REGISTRATIONS

PG: NC

Certified Hydrogeologist

### RELEVANT EXPERIENCE

**Cumberland County**, Ground-Water Hydrogeologic Investigation, *Hydrogeologist*

**Fish Camp, CA**, Groundwater Supply Assessment, *Technical Consultant*

**City of Hollister, CA**, Well 3 Replacement, *Technical Consultant*

## 7 Disadvantaged Business Enterprise

HDR is not a Disadvantaged Business Enterprise.

Cumberland County is committed to providing Disadvantaged Business Enterprises opportunities to participate in their projects and contribute to the economic well-being of their communities. HDR supports this business inclusion interest and will execute both in spirit and the law of your goals with Disadvantaged Business Enterprises participation. HDR understands that the intent of these efforts is to widen opportunities for historically underutilized businesses. HDR has solicited Disadvantaged Business Enterprises for identified areas of the scope of services. Our commitment does not stop there, we will continually evaluate opportunities for inclusion through scoping of the project to be sure that our engagement simple does not go beyond executing agreements.

HDR has included Froehling & Robertson, Inc. (F&R) on our team as a sub-consultant for scope of services related to geotechnical engineering, environmental assessments, construction materials testing and construction administration support. F&R is a minority-owned company and has been certified by the NC Department of Administration as a Minority Owned Business Enterprise (MBE) and HUB firm. HDR intends to meet the 8% objective for awarding contracts.

## 8 Sub-Consultants Information



**FROEHLING &  
ROBERTSON**

Froehling & Robertson, Inc. (F&R) is a 310-person multi-disciplinary engineering firm and testing laboratory that offers subsurface exploration and geotechnical engineering services; environmental, health and safety consulting services; and construction materials testing & special inspection services. F&R is a third-generation family-owned company that has been

in continuous operation since 1881. F&R is the oldest testing and inspection firm in the country and has maintained an office and full-service testing laboratory in Raleigh, North Carolina since 1946. F&R is a minority-owned company and is recognized as a Historically Underutilized Business (HUB) by the State of North Carolina. F&R is licensed by the North Carolina Board of Examiners for Engineers and Surveyors (License No. F-0266) and the North Carolina Board for Licensing of Geologists (License No. C-124). Each year, F&R's staff performs environmental surveys and assessments, subsurface explorations, and geotechnical engineering evaluations on hundreds of sites throughout North Carolina, including many water/wastewater projects and associated infrastructure projects. All services on this project will be performed by staff from F&R's Raleigh Branch, which has been conveniently located in south Raleigh for more than 60 years. F&R's Raleigh office has a total of more than 60 full-time employees, including certified environmental professionals, professional geotechnical, materials engineers (PE), staff engineers (EI), professional geologists (PG), industrial hygienists, special inspectors, certified engineering technicians, and administrative support staff.

**Michael Sabodish, Jr.  
Ph.D., PE**  
Geotechnical Services  
Manager  
Froehling & Robertson  
Industry Tenure: 20+ years

As F&R's Geotechnical Services Manager, Michael manages many wastewater/sewer projects, and will confirm F&R quality control processes are utilized. He excels in a broad range of geotechnical engineering services, including construction materials testing and environmental consulting on water distribution and sanitary sewer collection systems.

- Big Rockfish Creek Outfall, Hope Mills, NC
- Cedar Stream Site, Greenville, NC



Groundwater Management Associates, Inc. (GMA) was founded by Dr. Richard Spruill in 1986 and incorporated in 1989. Today, GMA is a well-respected and successful hydrogeologic and engineering consulting firm with offices in Apex and Greenville, North Carolina. A primary area of GMA expertise is evaluation and development of groundwater resources. In particular, GMA possess significant expertise and knowledge of the aquifers in the coastal plain of North Carolina.

HDR has included GMA on our team as a valuable technical partner in the execution of the Cumberland County Hydrogeological Services. They will provide support to the production well development and well construction inspection phases of the project. Detailed information regarding the firm and staff qualifications are included on the following pages. HDR expects 10% of project participation by GMA.

**James Holley, PG**  
Senior Hydrogeologist/  
Director of Operations  
GMA  
Industry Tenure: 33 years

Mr. Holley is Director Operations and GMA's Water-Resources Division Manager. His current duties include conducting regional hydrogeological framework studies, well field design and water management strategies, evaluation of saltwater intrusion into coastal aquifer systems, supervising the installation of water-supply wells, selecting producing intervals for well construction, hydrogeologic interpretation and evaluation of fractured bedrock and confined aquifers for water supply, aquifer testing and analysis, well construction specification, well rehabilitation evaluations and implementation, Aquifer Storage Recovery (ASR) well construction and evaluation, and mine dewatering investigation and groundwater modeling.

- Deep Well 2 Replacement - Mount Pleasant Waterworks
- Hydrogeologic Framework Study and Conceptual Wellfield Designs Grays Creek and Cedar Creek Study Area
- Grays Creek Hydrogeologic Study



With professional surveyor licensure in more than 20 states, ESP Associates, Inc. (ESP), is one of the largest in the region, which allows us to take on multiple, large-scale projects without compromising attention to detail. Our teams are dedicated to serve fast-paced land development and construction, state and local roadway and bridge design, route surveys and as-builts for electric transmission and oil and gas, hydrographic and bathymetric surveys, wide-area lidar and orthophotography control and Q/C, as well as emergency

response for natural disasters. Surveying specialties include: mobile lidar scanning, pavement and asset inventory, 3D laser scanning, conventional & GPS surveys, subsurface utility engineering (SUE), route surveying, aerial mapping, H&H surveys, hydrographic surveying, and UAS services. HDR expects 12% of project participation by ESP

**Toynia E.S. Gibbs, P.L.S., C.F.S.**  
Survey Lead  
ESP Associates, Inc.  
Industry Tenure: 22 years

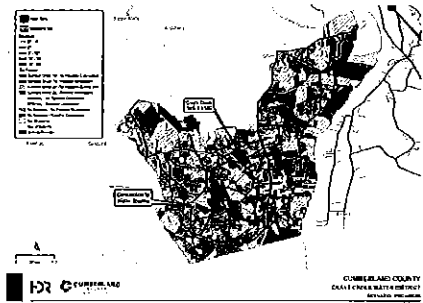
Ms. Gibbs has over 30 years of progressive land surveying experience which includes 22 years of experience performing and managing route surveying projects. During her years at ESP, Ms. Gibbs has managed over 200 transportation design survey projects ranging in size from small bridge projects to large roadway projects with over 10 miles of -L- line. Her duties include department management and administration, marketing, business development, office and field-crew personnel supervision and training along with quality control and quality assurance. Ms. Gibbs has expertise in high quality product delivery and excellent communication skills.

- TIP# SM-5705AG, NC 98 at SR 1005 (Six Forks Rd/New Light Rd), Wake County, NC
- TIP# NC5\_SR1205, NC 5 at SR 1205 Morganton Road Relocation, Pinehurst, NC
- TIP #U5756 – NC 5 from US 1 in Aberdeen to Pinehurst City Limits, Moore County, NC

## 9 Prior Experience

### Rural Water System Support Cumberland County, NC

HDR is providing rural water system development support to Cumberland County. Cumberland County Public Utilities Division and Solid Waste Management Department are navigating emerging contaminant issues. Per- and Poly-Fluoroalkyl Substances (PFAS) have been found in many drinking water wells within the County. HDR assists the County in development of water system planning, cost estimating, funding applications, legal and regulatory coordination and community outreach and engagement. The County has two established (but unserved) rural water and sewer districts in the areas affected by PFAS, Gray's Creek and Vander, and is planning to establish two additional districts, Cedar Creek and East Central. These districts do not currently have affordable access to connect to public water from other sources. The County is committed to securing funding and supplying safe drinking water to the affected residences. HDR has supported the County with development of conceptual models for ground water source, treatment systems, storage and distribution systems, and cost estimates for each of the four districts. HDR prepared applications for funding through the North Carolina Division of Water Infrastructure for construction of initial phases of the improvements including the estimated \$33M first phase of Grays Creek and \$50M for first phase of Cedar Creek water systems. Conceptual plans for the rural water systems are sensitive to concerns such as water age, water quality, and affordability. Community outreach and engagement activities completed and planned include development of fact sheets, digital engagement, social media postings and public and online meeting content.



HDR has supported the County with development of conceptual models for ground water source, treatment systems, storage and distribution systems, and cost estimates for each of the four districts. HDR prepared applications for funding through the North Carolina Division of Water Infrastructure for construction of initial phases of the improvements including the estimated \$33M first phase of Grays Creek and \$50M for first phase of Cedar Creek water systems. Conceptual plans for the rural water systems are sensitive to concerns such as water age, water quality, and affordability. Community outreach and engagement activities completed and planned include development of fact sheets, digital engagement, social media postings and public and online meeting content.

**Original Timeline:** 2023-Ongoing

**Projected Cost:** \$1.3M

**Reference:**

Amanda Bader, Director, Solid Waste Management Dept.

910.438.4041

698 Ann St, Fayetteville 28301

**Final Timeline:** Ongoing

**Final Cost:** \$200,000 (To Date)

### Water System Analysis and Consulting Services Town of Clayton, NC

HDR has supported the Town of Clayton, with multiple task orders to support the planning for and operations of the Town's water system. These task orders have included:

- Water Distribution System Hydraulic Model Validation
- Water Distribution System Hydraulic Modeling Evaluations – water quality, developer requests, interconnections, storage tank location evaluations
- Master Meter Relocation Study and Design Reviews
- Long Range Water Supply Planning and Regionalization Study Support
- Grant Funding Application Support



**Original Timeline:** 2019-Ongoing

**Projected Cost:** \$180,900 (consulting costs only)

**Reference:**

Rich Cappola, PE, MPA, CFM, Town Manager

919.553.5002

111 E Second St, Clayton 27520

**Final Timeline:** Ongoing

**Final Cost:** \$137,900 (To Date, consulting costs only)





## Liberty Road Waterline (Megasite)

City of Greensboro, NC

HDR served as the lead firm and single point-of-contact for the City, with the support of small business partners, to provide water and sewer improvements through environmental assessment, permitting, public involvement, surveying, property mapping, plat preparation, geotechnical, and final design.

HDR developed final design drawings and specifications for the proposed waterlines, wastewater force main, and wastewater pump station. The Liberty Road Waterline (Megasite Ph I) portion of the overall project includes 18,800 LF of 16-inch waterline along Liberty Road and includes multiple crossings of waterways and roadways. In total, the Megasite project includes approximately 87,900 LF of 16-inch waterline, 42,700 LF of 16-inch force main, and a 1.5 mgd sewer lift station. The waterline will be connected to existing waterlines in two locations to provide multiple feed points to improve reliability and operational flexibility. The pump station will be located just downstream of the proposed megasite with the force main conveying the wastewater to an existing gravity sewer installed along Big Alamance pump station where it will be pumped back to the City's TZO Water Reclamation Facility for treatment.

HDR also provided strategic communications for the megasite project, including project branding, initiation of a website, and Community Information meetings. These meetings were hosted in Randolph County and provided a venue for the impacted property owners to meet with the project team in an open environment to ask questions and review the water and sewer plans. HDR also supported easement acquisition by meeting home owners along the alignment to explain the engineering aspects of the project.

**Original Timeline:** 08/2020-01/2024

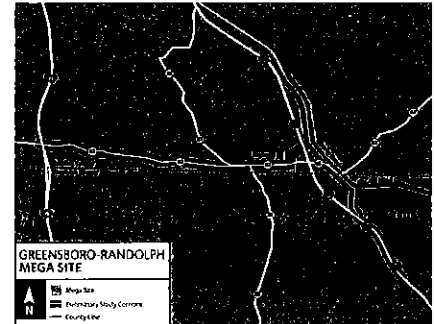
**Projected Cost:** \$80M construction cost (not including water tank)

**Reference:**

Mike Borchers, PE, Water Resources Director  
336.373.2494  
32602 S Elm Eugene St, Greensboro 27406

**Final Timeline:** 08/2020-Ongoing

**Final Cost:** TBD



## NC 96 Four Oaks Water Main

Johnston County, NC

Johnston County required water and sewer improvements to realize an economic development opportunity with the potential to create 160+ jobs. HDR designed approximately 6,800 LF of 16-inch water main near the intersection of US 701 and NC 96 to a new 16-inch water main stub out along NC 96, just north of the intersection of Spring Lake Road. The HDR team also provided stakeholders meetings, limited location surveying, easement plats, geotechnical, permitting, bid phase, and limited construction phase services.

This fast-track project also included multiple funding entities, including CDBG and Golden LEAF grants, so adherence to the respective deadlines was crucial.

**Original Timeline:** 07/02/2022-05/02/2023

**Projected Cost:** \$2.03M

**Reference:**

Chandra Farmer, Director  
919.208.8333  
309 E Market St, Smithfield 27577

**Final Timeline:** 01/15/2023-06/20/2023 (Late start due to supply chain issues (material))

**Final Cost:** \$1.95M



## Grove, Wagener, and Laurens Street Water Main Replacement Charleston Water System

Charleston Water System, like many other utilities across the Country, has aging infrastructure in need of replacement. This is especially true throughout the dense, urban, and historic downtown peninsula. The existing cast iron pipes have structural concerns as well as mineral deposits that have accumulated on the interior pipe walls, reducing their capacity. Some of the original pipes were installed in the 1880s. In addition, these older areas have lead services that need to be replaced. HDR prepared a Technical Memorandum to address four areas of the distribution system. Each area is being designed and constructed as separate projects as funding becomes available.



As part of the waterline replacement program, HDR performed final design of waterline replacements along Grove Street, Wagener Avenue, and Laurens Street. The project includes the design of 6,000 LF of 6" to 16" water main, 132 service connections, 52 gate valves, and 11 fire hydrants. 19 unique details were developed at tie-ins to the existing system. The new water system was design to replace the existing undersized and aging infrastructure. The project extended along City streets through mostly residential neighborhoods near downtown Charleston. Significant coordination was required with local residents, community leaders, and other City departments and services related to temporary water shutoffs and road closures. HDR also assisted with permitting, bidding, and construction phase services.

**Original Timeline:** 09/2019- 03/2021    **Projected Cost:** \$4.9M construction cost

**Final Timeline:** 09/2019-09/2023  
(due to delays outside of HDR's control)    **Final Cost:** \$3.4M

**Reference:**  
Christopher Troutman, PE, Assistant Director of Engineering and Construction  
843.727.6875  
PO Box B, Charleston 29402

## Huntersville- Concord Road Waterline Charlotte Water

Charlotte Water's water system provides service to over 1 million people within their service area. To meet growth demands and improve water quality between the two population centers of the Town of Huntersville and the City of Concord, just to the northeast of Charlotte, Charlotte Water needs to install a new 16" water main to connect these two areas.



The project includes the design of 7,000 LF of 16" water main and 4,000 LF of 8" watermain, fire hydrants, a connection to the existing water main, a new service connection, and an automatic flusher at dead-end. The design requires coordination with a proposed pump station that the project will supply, the design of a secondary project that will further extend the 16" waterline, and coordination with Duke Energy on the relocation of overhead powerlines along the waterline alignment. In addition to the design, HDR's scope of services includes surveying, utility locating, geotechnical, permitting, easement acquisition, and services during construction.

**Original Timeline:** 08/2022-05/2024

**Projected Cost:** \$4.7M construction cost

**Reference:**  
Sam Wally, Project Manager  
704.336.1460  
5100 Brookshire Blvd, CLT 28216

**Final Timeline:** 08/2022-Ongoing

**Final Cost:** TBD

## Temple Hill and Collettsville Elevated Water Storage Tanks Caldwell County

To more effectively manage pressure in both of its Southeast and West water service areas, Caldwell County enlisted HDR to provide hydraulic modeling and prepare the contract documents necessary to construct two 200,000 gallon elevated storage tanks. The Temple Hill tank was completed in 2018. The Collettsville tank is under contract, with construction starting in 2023.

The Collettsville tank project design included selection of the new elevated storage tank height based upon detailed hydraulic modelling of the needs of the service area, including a significant elevation range and long residence time. The project was re-advertised following low bidder response due to constructability concerns accentuated by pandemic-related supply chain and labor market challenges. Following site layout changes based upon contractor feedback obtained by HDR, the project was successfully re-bid in 2023.

Final tank design includes increased site area availability for co-location of other County operations, and provisions for easier co-location of both governmental and private communications equipment. Construction phase services provided by HDR will include shop drawing/submittal review, construction pay application review and recommendation, construction observation during key field activities, and preparation of closeout documentation upon successful completion of construction.



**Original Timeline:** 2017-2022

**Projected Cost:** \$4.7M

**Reference:**

Heather Cox, Deputy Director

828.757.6865

905 W Ave NW, Lenoir 28645

**Final Timeline:** 2017-2024 (Timeline extension outside HDR control)

**Final Cost:** TBD

## Deep Well 2 Replacement Mount Pleasant Waterworks

Mount Pleasant Waterworks (MPW) operates a public water system supplied by a series of deep water-supply wells screened within the Charleston Aquifer. Some existing deep wells were degrading due to age, and MPW decided to replace two of their wells with new wells. GMA worked with MPW's engineering consultant (Carollo) to design a replacement well for the Deep Well No. 2.

GMA provided hydrogeological consulting services to support the production well design specifications prepared by Carollo. We then provided field hydrogeological consulting services and collected drilling data during the drilling of a 2009 feet depth pilot hole. Upon completion of the pilot hole, the contractor performed geophysical logging of the pilot hole. GMA evaluated the geophysical logs (in comparison with drilling data) to select the depths of aquifers and confining layers penetrated by the borehole. We performed sediment grain size analyses of selected samples from the best producing zones of the Charleston Aquifer, and we used the grain-size data to select the final gravel pack size and screen slot size for the production well.

GMA observed and documented the construction of the 16" diameter, multi-screened, 1,999-foot depth production well, including review of borehole caliper logs and deviation logs to verify that the borehole was open, plumb, and aligned properly for the well screen and casing installations. Once constructed, the performance of the well and the water quality were acceptable to MPW for use to supply a reverse osmosis water treatment plant. Carollo completed the final designs of the wellhead, pump, electrical, and controls to support final buildout of the well.



**Original Timeline:** 2020-2021

**Projected Cost:** \$122,700

**Reference:**

Dan Darby, PE, Project Manager

843.375.5867

1619 Rifle Range Rd, Mount Pleasant, 29464

**Final Timeline:** 2020-2021

**Final Cost:** \$122,700

# 10 Project Deliverables

HDR understands that Cumberland County initially is seeking a qualified engineering firm to provide preliminary and final design phase, permitting, bidding phase and construction administration phase services for a southern Cumberland County Public Water System. HDR will focus on the critical path items to bring the water system on-line in a timely manner. Our initial approach is to separate the County Water System into three packages: Well sites, Linework, and Elevated Storage. The components are typically delivered by different contractors. Separating the components provides efficiency in each phase of the project deliverables. The general deliverables and their benefits and uses as the County moves forward are provided below.

Project Deliverables	Benefit of Deliverables	Use of Deliverables
<b>Preliminary and Final Design Services</b> - Prepare 30%, 60%, and 90% Plans and Specifications	Overall understanding of work is developed. Key decisions are made early and details developed as the project progress. Collaboration and communication between the County, engineering firm and other stakeholders is achieved.	For the well sites, verify parcel access, wellhead production, define project limits and treatment options, and review orientation of treatment and yard piping. For the linework, define project limits, verify line sizes and routing, and determine potential routing challenges. For the elevated storage, verify parcel, define footing type (geotechnical) and review capacity, overflow elevation and capacity, orientation of tank and piping. For all, the County can provide comments, the comments can be resolved and incorporated.
<b>Permitting</b> - Permit Application Preparation, Submittal and Tracking	Timely submission will allow the water system to be brought on-line in a timely manner.	Approved permit documents will be incorporated into construction documents.
<b>Bidding Phase Services</b>	The bidding process will allow the County to identify the lowest responsible bidders to construct the work.	Bid phase services will culminate with the County awarding the project for construction
<b>Construction Administration Phase Services</b>	Construction will culminate in a successful/operational County	Administer the construction contract so the County realizes a complete and compliant system.

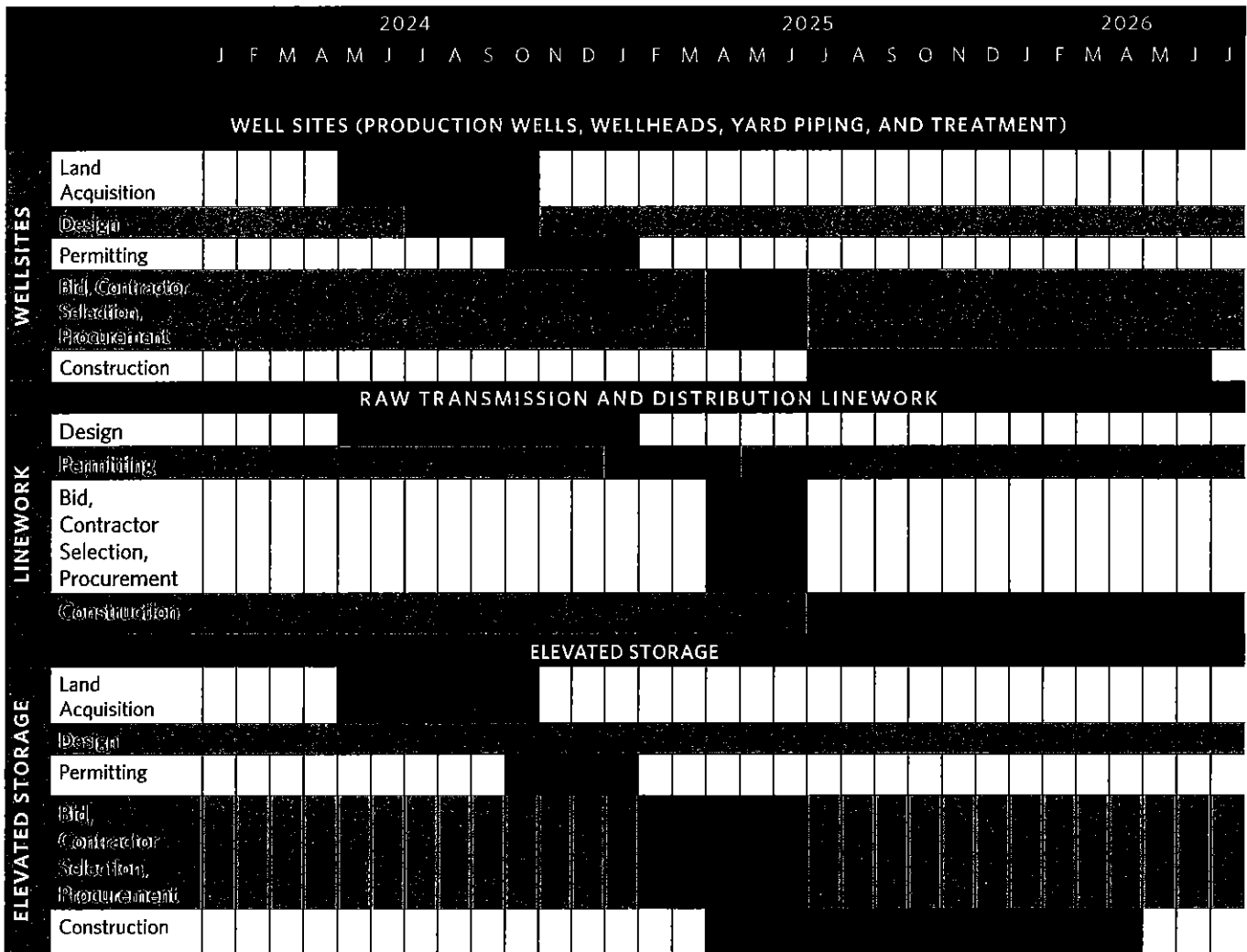
## 11 Current Project Information

HDR is a firm serving clients across the globe and has over 575 team members in North Carolina. HDR provides the following list of projects underway to show our depth and breath. The list is only a sampling.

Name	Estimates Cost (HDR Fees)	Completion Date
Union County- Yadkin Regional Water Supply Program	\$2.5M (Permitting and Preliminary Engineering)	Construction is scheduled for completion in 2023
City of Durham- Western Intake Partnership	\$2.42M (Preliminary Project Phases)	Current scope of services are through 2024. The project completion date is 2031
Triangle J Council of Government - Triangle Regional Water Supply Plan	\$269,000 (Phase 1)	May 2024
Yadkin-Pee Dee Water Management Group- Water Resources Plan	\$800,000	2025
Catawba-Wateree Water Management Group- Program Management and Integrated Water Resources Plan	\$89,000 per year (Program Management) \$1.38M (Integrated Water Resources Plan)	2028 - Program Management 2025- Integrated Water Resources Plan

# 12 Proposed Time

The following outlines a potential schedule for the development of water systems. The schedule can be impacted by land and easement acquisition, permitting, contractor availability, supply chain issues and funding agency requirements. HDR will prioritize critical items on the schedule. HDR is committed to working with Cumberland County to develop a schedule which meets your needs.



The following attachments are included with this Statement of Qualifications:

- A: Execution of Proposal
- B: Certification Regarding Lobbying
- C: Non-Collusion Affidavit
- D: Federal Required Contract Clauses
- E: Evaluation Sheet – Engineering Services – Public water Systems

# A Execution of Proposal

## ATTACHMENT A: EXECUTION OF PROPOSAL

### EXECUTION

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

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

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

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

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

VENDOR: HDR Engineering, Inc. of the Carolinas		
STREET ADDRESS: 555 Fayetteville Street, Suite 900	P.O. BOX:	ZIP: 27601
CITY & COUNTY & ZIP: Raleigh, Wake County, 27601	TELEPHONE NUMBER: 919-232-6600	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <i>Jonathan Henderson, SVP</i>	FAX NUMBER: 919-232-6642	
VENDOR'S AUTHORIZED SIGNATURE: <i>[Signature]</i>	DATE: 11/21/23	EMAIL: <i>Jonathan.henderson@hdrinc.com</i>

# B Certification Regarding Lobbying

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## ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

**This form is required only for purchases of more than \$100,000**

The undersigned certifies, to the best of his or her knowledge and belief, that:


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, HPR Engineering Inc. of H. Carolina, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

  
Signature of Contractor's Authorized Official

Sandra Henderson, SVP  
Name and Title of Contractor's Authorized Official

11/21/23  
Date



# C Nonconclusion Affidavit

## ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT  
of Cumberland

State of North Carolina County

Jonathan Henderson, being first duly sworn, deposes and says that:

1. He/She is the SVP of HDR Engineering, Inc of, the proposer that has submitted the attached proposal. Wake County
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature: [Handwritten Signature]

Printed Name: Jonathan Henderson

Title: SVP

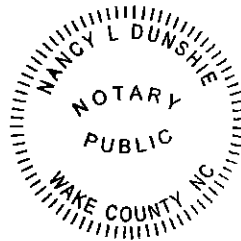
Date: 11/21/23

Subscribed and Sworn to Before Me,

This 21 day of November, 2023

Notary Public Nancy L. Dunshie

My Commission Expires: 10-17-2026



# D Federal Required Contract Clauses

## **ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES**

**!IMPORTANT NOTE!** The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment D* is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### **1. Drug Free Workplace Requirements**

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

### **2. Contractor Compliance**

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

### **3. Conflict of Interest**

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

### **4. Mandatory Disclosures**

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**7. No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**8. Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**9. Changes**

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

**10. Termination**

(1) *Termination Without Cause.* The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

**(3) Additional Grounds for Default Termination by the County.** By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement;  
or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

**(4) Cancellation of Orders and Subcontracts.** In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

**(5) No Effect on Taxes, Fees, Charges, or Reports.** Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

**(6) Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

**(7) No Suspension.** In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**(8) Authority to Terminate.** The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) **Audit.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

## 11. Remedies

(1) **Liquidated Damages:** The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) **Right to Cover:** If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) **Right to Withhold Payment.** If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) **Specific Performance and Injunctive Relief.** The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) **Setoff.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) **Other Remedies.** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

## **12. Debarment and Suspension**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **13. Equal Employment Opportunity**

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:



Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **14. Davis-Bacon Requirements**

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

#### **15. Copeland "Anti-Kickback" Act**

(1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

**(2) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**(3) Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

**16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **17. Rights to Inventions Made Under a Contract or Agreement**

### ***Patent and Rights in Data***

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

**Rights in Data** - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

**Patent Rights** - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### **18. Procurement of Recovered Materials**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **19. Safeguarding Personal Identifiable Information:**

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

#### **20. Buy USA - Domestic Preference for certain procurements using federal funds.**

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**21. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**22. Compliance with Federal Law, Regulations, and Executive Orders**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

# E Evaluation Sheet

## ATTACHMENT E: EVALUATION SHEET

Evaluation Sheet - Engineering Services - Cumberland County Public Water Systems  
Total Max Points (Per Vendor) 100

Evaluators Name: \_\_\_\_\_

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max		
						0	
						0	
						0	

Vendors

Additional Notes  
\*If additional space is needed for notes, see attached

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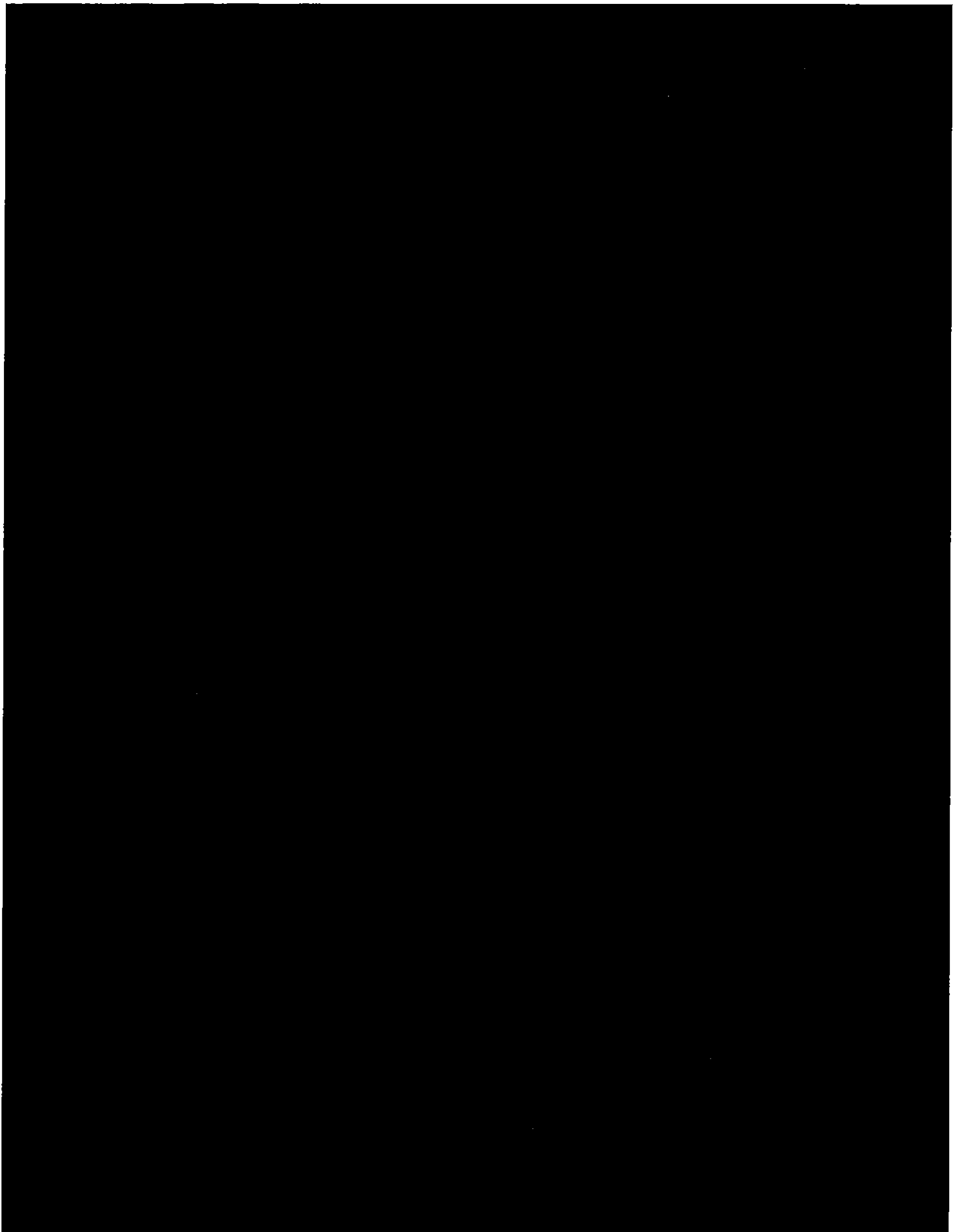
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[hdrinc.com](http://hdrinc.com)

We practice increased use of sustainable  
materials and reduction of material use.

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